

Certification Regulation for GLOBALG.A.P. INTEGRATED FARM ASSURANCE

Standard or
Certification
scheme:GLOBALG.A.P.
INTEGRATED FARM
ASSURANCE

Accreditation Standard:

ISO 17065:2012

Certification
Options

The applicant can apply for certification under one of the options below:

1. Option 1 – single site producer: An individual producer (single legal entity)
2. Option 1 – multisite without QMS: An individual producer/company owns several production sites that do not function as separate legal entities.
3. Option 1 – multisite with QMS: An individual producer/company owns several production sites that do not function as separate legal entities but where a QMS has been implemented.
4. Option 2 – group certification: A producer group applies.

Certification
Scope

The scope of GLOBALG.A.P. certification covers:

1. The controlled production process of primary products. It does not cover wild aquatic species/catch or plants harvested in the wild.
2. Only products that are produced by producers themselves.
3. Only products included in the GLOBALG.A.P. Product List

Note: Products that are already harvested/ slaughtered /processed before registration cannot be included in the certification. Relevant harvest and product handling records before registration are not valid.

Aquaculture producers shall register with the same certification body (CB) for the aquaculture certification and for the GLOBALG.A.P. Risk Assessment on Social Practices (GRASP).

Certification
Rules

The producer shall comply with the agreement signed and GLOBALG.A.P. GR rules in their current version.

Individual
Producers

All production sites (owned or rented) shall be under the direct control of the legal entity.

During the audit, signed document which includes a clear indication that the site owner does not have any responsibility and input or decision-making capacity for the production operations at rented-out sites is confirmed. Written contracts in force shall also be available.

Cross-border certification may apply exceptionally. Where the certified producer is located in country #1 but has sites in country #2 and country #2 allows this without creating a legal entity in country #2, these sites can be certified under the legal entity in country #1 provided that supported by evidence will be submitted.

Any producer who produces and/or owns products originating from GLOBALG.A.P. Certified and non-GLOBALG.A.P. Certified production processes of the same product at the same time shall be registered for parallel ownership.

In order certification to be achieved, TÜV AUSTRIA HELLAS performs an initial announced audit to the entire scope (all registered products, sites, PHUs).

For the maintenance of certification, one audit per annum is conducted to the entire scope. 10% of the certified producers will be audited unannounced. The visit takes place during the re-certification window (from four months before the expiry date of the certificate or during the four month extension of validity, if applicable).

During registration the producer may indicate a maximum of 15 days when they are unavailable for an unannounced audit. The notification of the unannounced audit does not

exceed two working days. In the exceptional case where it is impossible for the producer to accept the proposed day (for medical or other justifiable reasons), objective evidence of the justification shall be submitted, for example a medical document. If there is no evidence of justifiable reason, the producer shall accept the audit or be suspended. In any case, a written warning will be issued if the first proposed attempt has not been accepted. One more chance for an unannounced inspection will be given. If the visit cannot take place a suspension will be issued which is lifted once the unannounced audit is finally conducted.

Producer groups

The producer group/multisite producer shall comply with the agreements signed (GLOBALG.A.P. sublicense and certification agreement and TÜV AUSTRIA service agreement in their current version).

The producer group/multisite producer shall comply with the requirements defined in the applicable GLOBALG.A.P. GR in their current version.

Only the legal certificate holder (i.e., the legal entity indicated on the certificate) may market products with reference to a GLOBALG.A.P. certificate. Producer group members are not legal certificate holders. Thus, they shall not market any products under their name with reference to the producer group certificate. All products that are sold without reference to the certificate shall be recorded in the producer group mass balance system.

Along with the application the producer group provides the list with all producer group members approved in the format the certification body requests in order to be registered individually in the GLOBALG.A.P. IT systems. This information shall be kept up to date at all times.

In initial audits, the following requirements shall be fulfilled:

- No audit can take place until acceptance of the applicant's registration has been completed.
- TÜV AUSTRIA performs an initial announced QMS audit.
- The entire scope of certification is audited prior to issuing the certificate.
- A product is not included in the certificate before all applicable P&Cs are audited during the production process (i.e., it is not possible to certify a future production process).
- The producer group/multisite producer shall have records from the registration date onward or for at least three months before the initial audit takes place, whichever is longer.
- Products that are already harvested/slaughtered/processed before registration with TÜV AUSTRIA cannot be included in the certificate.
- Records that relate to harvest or product handling before the producer has registered with TÜV AUSTRIA are not valid.

In subsequent audits, the following requirements shall be fulfilled:

- The entire scope of certification is audited annually prior to issuing the certificate.
- The registration of the producer group/multisite producer, the proposed products, and all information requested in the GLOBALG.A.P. registration data requirements for the relevant scope is confirmed with TÜV AUSTRIA annually before the current certificate expiry date.
- In the case of producer groups/multisite producers with QMS that change CBs, the sample size is not reduced by the number of members/sites audited during the last surveillance CB audit by the outgoing CB.
- Subsequent QMS audits (including central PHUs where applicable) of 10% of

	certified producer groups/multisite producers with QMS shall be done unannounced. - Subsequent audits can be carried out at any time during an audit window that extends over a period of eight months: from four months before the original expiry date of the certificate, and (only if the CB extends the certificate validity in the GLOBALG.A.P. IT systems) up to four months after the original expiry date of the certificate. - No CB audit can take place until the CB has reregistered the producer group/multisite producer in the GLOBALG.A.P. IT systems. Reregistration shall be finalized before the date of the subsequent CB audit. The QMS audit involves a sampling of the components (e.g., producer group members, production sites, PHUs, documents, records) to audit compliance with the relevant standard and enable certification. The aim of the QMS audit is to assess whether the implemented QMS ensures that all the components of the system comply with the certification requirements, as defined by the applicable scope(s). The QMS audit is divided into: - Audit of the QMS (including central PHUs, where applicable) - Audit of a sample of registered producer group members/production/handling sites
Off-site and On-site stages	The audit can be offered in two stages if it is mutually agreed with the client. Overall duration of the audit is not reduced by this option. Documents considered confidential may not be sent for review during off-site stage. In this case the information shall be available during on-site stage. This system does not reduce the overall audit duration but allows more efficient use of time on-site. The duration of the on-site stage shall never be shorter than three hours.
Communication between Certification Bodies	A producer may use the services of more than one CB, each CB conducts the respective audits independently. If one of the CBs issues a sanction, all CBs operating with that producer have the obligation to communicate with each other regarding the sanction and, if appropriate, details of actions to be taken across all CBs. The communication of a sanction to all CBs operating with that producer is also an obligation that the producer shall undertake but may also be made by the GLOBALG.A.P. Secretariat directly to the CBs involved.
Data access rules	Data access rules are defined and signed by the applicant during registration. The data owner is responsible for granting and determining the level of data access. Within the GLOBALG.A.P. system, the data access rules define different levels of authorization, allowing different parties to the system to access different levels of data. In addition, the producer can provide their personal data to trading partners who have been previously authorized by the producer, or the producer may instruct a third party to provide this data. Such authorization can be revoked online at any time. Any other access to the producer's personal data is illegal and is prevented by the operator of the GLOBALG.A.P. IT systems in accordance with the German Federal Data Protection Act. Producer's certification history in the GLOBALG.A.P. IT systems are kept for a minimum of five years.
Certification Cycle:	The audit content is organized in a three-year cycle: - First audit (for version 6): all requirements included in the applicable checklists (for QMS and farm audits) - Subsequent audit (year 2): operational items as identified in the applicable checklists (for QMS and farm audits) - Subsequent audit (year 3): operational items as identified in the applicable checklists (for QMS and farm audits) - Recertification audit: all requirements included in the applicable checklists (for QMS and

	farm audits), same as initial audit TÜV AUSTRIA may conduct additional announced or unannounced audits or on-site visits to investigate complaints.
GLOBALG.A.P. IT systems-GGN number	TÜV AUSTRIA is responsible for the registration of the applying producer in the GLOBALG.A.P. IT systems, 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 TÜV AUSTRIA. The information included in the application is used by GLOBALG.A.P to supply the applicant with a unique Number (GGN), which is used as a unique identifier for all GLOBALG.A.P activities. 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. During registration applicants give written permission to GLOBALG.A.P and TÜV AUSTRIA to use the registration data for internal processes and sanctioning procedures. For the registration to be completed, the applicant must satisfy all the following conditions: ✓ 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 (GGN number) or have a GLN. ✓ Agree in writing to pay the GLOBALG.A.P. registration fee. ✓ If the GGN label logo is used the applicant shall sign the GGN label logo license agreement. The acceptance process shall be finalized before inspection can take place.
Audit duration:	The inspection duration is determined in order to allow the following ✓ opening meeting with the management, ✓ complete evaluation of all standard requirements ✓ completion of the applicable checklist and ✓ presentation of the results to the management
Audit Conduction	During registration, the applicant defines the scope of certification. By doing so, the applicant generates a customized set of P&Cs and corresponding GLOBALG.A.P. GR which will apply to the audit process. During the opening meeting, TÜV AUSTRIA checks that the checklist used by the producer for the self-assessment/internal audit is correct according to the certification scope defined during registration. The calculation to show minor must compliance or non-compliance shall be available.
Audit Outcome	A full audit report including the completed audit checklist is provided in five working days after certification decision if there is a written request by the client. If the automatically generated audit report (including the checklist) is available from the GLOBALG.A.P. IT systems, this report is provided to the client.

	Where the country of destination (as registered in the GLOBALG.A.P. IT systems) includes the USA and/or Canada the final audit report including the completed audit checklist is provided at the latest by the time of certification decision.
Producer non-conformance and sanctions	All corrections and corrective actions are assessed; with clarification provided to show whether the action(s) taken and evidence provided are sufficient to close the non-conformance. Evidence of the resolution of non-conformances may be provided in the form of documentary evidence and/or photographic evidence as appropriate. Evidence is filled out and made available to the GLOBALG.A.P. Secretariat on request. There may be occasions where demonstration of the resolution of a non-conformance may only be confirmed by a further on-site visit or by remote assessment using ICT. Where this is required, a charge is applied.
GLOBALG.A.P. Certificate	The certificate is issued only to the legal entity. The name of the trader may be optionally mentioned to the certificate with the disclaimer "Can be exclusively traded through". The certificate is not transferrable from one legal entity to another when production sites change legal entity. The certification validity is 12 months subject to any sanctions and extensions in accordance with the applicable requirements. The certificate validity may be shortened in case there is a need so as the audits can be scheduled according to audit timing requirements as described by scope-specific rules. In case of a certificate extension, the following certificate validity is calculated by extracting the duration of the extension period from the normal 12 months validity. Certificates are generated from the GLOBALG.A.P. IT systems.
Maintaining GLOBALG.A.P. Certification	Registration process and products is confirmed annually before the expiration date of current certificate. The auditing and certification process is completed annually for the entire applicable scope.
Notification of factors affecting the certification	Non- conformance with the GLOBALG.A.P. Certification Rules. 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 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. An immediate suspension shall be issued where a serious threat to food safety, workers, the environment, consumers, animal welfare, and/or product integrity (i.e., sale of noncertified products as certified) is present. This will be communicated via an official suspension letter. 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.

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

Self-declared product suspension

A producer may voluntarily ask TÜV AUSTRIA for a suspension of one, several, or all of the products covered by the certificate (unless a CB has already imposed a sanction). This can occur if the producer experiences difficulty complying with the relevant GLOBALG.A.P. standard and needs time to close any non-conformances. This suspension will not delay the renewal date, and neither will it allow the producer to avoid paying registration and other applicable fees. The deadline for closing non-conformances is set by the declaring producer in agreement with TÜV AUSTRIA. In the GLOBALG.A.P. IT systems the product status “self-declared suspension” is set for the respective products.

Cancellation

A cancellation of the contract is issued if one or more of the following apply:

TÜV AUSTRIA finds evidence of fraud and/or lack of trust to comply with GLOBALG.A.P. requirements.

TÜV AUSTRIA finds objective evidence that indicates that the producer has been misusing the GLOBALG.A.P. claim. Any case of misuse may be communicated to the GLOBALG.A.P. Community Members.

A producer cannot show evidence of implementation of effective corrective actions before the suspension period set by the CB has elapsed.

A cancellation of the contract results in the total prohibition (all products, all sites) of the use of the GLOBALG.A.P. logos/trademarks, license/certificate, or any device or claim that may be linked to GLOBALG.A.P.

Producers whose contract has been cancelled are not accepted for GLOBALG.A.P. certification within 12 months of the date of cancellation.

Lifting of a sanction: A sanction does not end with the certificate validity expiry but stays valid with the legal entity until the non-conformance is closed.

Burden of Proof

In the case of information (eg. Maximum residue limit exceedance, microbial contamination) about a GLOBALG.A.P. certificate holder that could have a potential impact on the certification status/ GLOBALG.A.P. claim being transmitted to the GLOBALG.A.P. Secretariat it is the responsibility of the certificate holder to refute the claim. TÜV AUSTRIA verifies the evidence of compliance with the relevant GLOBALG.A.P. standards provided with additional announced or unannounced audits or on-site visits to investigate the relevant complaint if necessary.

TÜV AUSTRIA reports the findings and actions taken to the GLOBALG.A.P. Secretariat within the defined period of time.

If the evidence includes laboratory analyses, accredited laboratories and independent sampling shall be included.

If the certificate holder is facing a complaint regarding food safety, workers' wellbeing, environmental protection or animal welfare, or is involved in a court trial or has been found by a court of law to have infringed a national or international law and these actions

	can endanger the reputation and credibility of FoodPLUS GmbH and/ or GLOBALG.A.P. standard, the certificate holder shall inform TÜV AUSTRIA within 24 hours.
Transfer	Producers/ Producer groups/Multisite producers who are sanctioned cannot change certification body until the corresponding non-conformances are closed. If a producer group/multisite producer that has already been registered changes CBs or applies to a new CB for certification of a different product, the producer group/multisite producer shall communicate the previously assigned unique GLOBALG.A.P. identification number to the new CB. Failure to do so will result in a surcharge fee of €200 for an individual producer and €700 for a producer group. Individual producer group members of a producer group are not allowed to leave the group and register with another group (for the same products already registered) if there is any pending sanction on the producer group member issued by the producer group or there are any issues relevant to the producer group member raised by the CB that have not been closed.
Use of the GLOBALG.A.P. claim	The producer shall use the GLOBALG.A.P. claim according to the rules in the "GLOBALG.A.P. Trademark use: Policy and Guidelines" document.
Duration of contractual agreement	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. 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.