

Perry Johnson Registrars Food Safety, Inc.

# CanadaGAP Certification Procedure

PJRFSI offers certification services to companies seeking CanadaGAP certification. This procedure details from start to finish the life cycle of the CanadaGAP certification process.

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#### 1. References

- 1.1. ISO/IEC 17065: Conformity Assessment Requirements for Bodies Certifying Products, Processes and Services (latest revision)
- 1.2. CanadaGAP Program Management Manual (latest version)
- 1.3. CanadaGAP Fruit & Vegetable/Greenhouse Manual(s) and Appendices
- 1.4. CanadaGAP Commodity Specific Differences
- 1.5. CanadaGAP Audit Checklist(s) and Corrective Actions Report
- 1.6. FS-1CanadaGAP Food Safety Certification Questionnaire/Client Application
- 1.7. F-207 PJRFSI Food Safety Quote Approval and Audit Duration Justification Checklist
- 1.8. F-207-can CB Sampling Plan for Option B Groups
- 1.9. FS-3CanadaGAP CanadaGAP Certification Agreement
- 1.10. FS-3tc Terms and Conditions
- 1.11. PFCanadaGAP-AP CanadaGAP Audit Package Component Identification Key
- 1.12. F-71fs65 Certification Personnel Statement of Availability Form
- 1.13. F-163fsi Audit Scheduling Acknowledgement Form
- 1.14. F-27fsi Auditor Assignment Form
- 1.15. WB-CanadaGAP Auditor Workbook
- 1.16. F-184cangap CanadaGAP Audit Plan Template
- 1.17. F-18fsi Customer Satisfaction Survey
- 1.18. F-38fsi Auditor Evaluation (Client Feedback Form)
- 1.19. F-67fs65 Audit Package Review Form Food Safety Programs
- 1.20. F-67fs65-A, Audit Report Review Form Food Safety Programs
- 1.21. F-212 Corrective Action Worksheet Report
- 1.22. F-144 Transfer of Certification Body Checklist
- 1.23. SOP-10 Dispute/Appeal Procedure
- 1.24. PJView Perry Johnson Registrars Food Safety, Inc. client database and project management system

# 2. Definitions

- 2.1. Operation A person (individual) or business (individual) who is legally responsible for the production of the products relevant to the scope, and who has the legal responsibility for the products sold by that farming business. Until a certification agreement for certification services is signed with PJRFSI, the Operation is initially referred to as the Applicant.
- 2.2. Scope of Certification a description of the certification which is sought by the Operation and will be detailed in the Certificate. The product scope is linked to the location where the product is produced.
- 2.3. Technical Reviewer individuals who are competent to review audit results and render certification recommendations.
- 2.4. Designee a PJRFSI employee who is designated and trained to complete specific procedural functions on behalf of another PJRFSI position. Throughout this SOP-1canadagap procedure, functions which may be completed by a designee will include the following references: "[position] or designee..." or "[position]/designee..."

# 3. Request for Certification

- 3.1. The Applicant initiates the certification process via a written or verbal request for information to PJRFSI.
- 3.2. In response, a PJRFSI Project/Sales Manager or the Food Safety Sales Coordinator or designee provides the Applicant with the FS-1CanadaGAP Food Safety Certification Questionnaire/Client Application.
- 3.3. Duly Authorized representatives of the Applicant must complete and sign the Questionnaire/Application to provide PJRFSI with sufficient information required for the quotation/certification process.
- 3.4. Upon receipt of the signed application, PJRFSI's Food Safety Sales Coordinator or designee trained in CanadaGAP quoting procedures conducts and maintains records of an application review to ensure that certification requirements are clearly defined, documented, and understood; any differences in understanding

between PJRFSI and the Applicant are resolved; and PJRFSI has the resources and competencies to perform the certification services sought by the applicant, and if not, PJRFSI's Food Safety Sales Coordinator or designee will reject the application until such time as the required resources and competencies are acquired.

3.5. The certification option is identified:

recognized).

Option A1 – Four year audit cycle (fixed) (not GFSI recognized).
Option A2 – Four year audit cycle (variable) (not GFSI recognized).
Option B – Group Certification (GFSI recognized).
Option C – Annual On-site Audit (GFSI recognized).
Option D – Annual On-site Audit of Repacking or Wholesaling operations (GFSI recognized).
Option E – Annual On-site Audit (not GFSI recognized).
Option F – Annual On-site Audit of Repacking, Brokerage or Wholesaling operations (not GFSI

- 3.6. The record of this review is the Food Safety Sales Coordinator or designee's signature at the bottom of the FS-1CanadaGAP Client Application and a completed F-207 Food Safety Quote Approval and Audit Duration Justification Checklist. For group certification scopes F-207-can CB Sampling Plan for Option B Groups is also completed.
- 3.7. Based on the information furnished by the Applicant and input from the application review the Food Safety Sales Coordinator or designee completes a quotation in the form of a certification agreement which identifies the scope of certification and details the costs of the certification audit and subsequent recertification audits.
- 3.8. PJRFSI will confirm the client's requested certification scope and the activities and crops that will be covered by the audit and record the scope approval on the FS-102cangap scope approval form.
- 3.9. Justification for quoted audit days is recorded on the F-207 Food Safety Quote Approval and Audit Duration Justification Checklist and must be approved by the Food Safety Sales Coordinator or designee. Transfers are handled in accordance with @Section 11 below.
- 3.10. PJRFSI may conduct CanadaGAP audits combined with other certification system audits or audit elements, as long as all program rules are met and the integrity of any one component of the combined audit is not compromised. PJRFSI does not, however, conduct any consulting or training in combination with CanadaGAP audit activity.
- 3.11. A pre-assessment is optional but encouraged for Operations, particularly those seeking initial certification to the applicable standard.
- 3.12. The Project/Sales Manager provides the Applicant with a duly authorized copy of the CanadaGAP Certification Agreement (FS-3CanadaGAP), PJRFSI's Terms and Conditions (FS-3tc). The Applicant then completes, signs, and returns a copy of the Certification Agreement.
- 3.13. Signatures by both parties indicate mutual agreement of the Certification Agreement including the scope of certification and any exclusions, the certification costs, and the associated Terms and Conditions. After the Agreement is signed, amendments, agreed on by both parties, may be issued as necessary.
- 3.14. Receipt of the signed Certification Agreement and the first installment payment by the Applicant to PJRFSI is taken as an instruction to proceed in accordance with the CanadaGAP Certification Agreement and the Terms and Conditions. The Food Safety Program Coordinator or designee sends the Applicant, hereafter referred to as the Operation a summarized version of the certification procedure SOP-01canadagap CanadaGAP checklists; and as appropriate, any other guidance documents describing the audits or the certification process.

The Operations must register and re-register annually with CanadaGAP as the first step toward obtaining or maintaining a CanadaGAP certificate.

- 3.15. By registering, the applicant commits to comply with the following:
  - a. Compliance with the certification requirements at all times
  - b. Payment of the applicable fees established by CanadaGAP and by PJRFSI
  - c. Communication of data updates to PJRFSI

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- 3.16. The Food Safety Program Coordinator or designee is responsible for monitoring and verifying the progress of the Operation's certification program including but not limited to audit stage/type, audit/certification status, and timeline/due date performance for both Operation and Certification Body (PJRFSI) activities. To support these monitoring and verification activities, the Food Safety Program Coordinator or designee utilizes PJRFSI's database, PJView.
- 3.17. If the requirements for certification change at any time and need retroactive implementation, PJRFSI's Food Safety Program Coordinator or designee will ensure that the Operation is notified as soon as possible by the most appropriate means and that the new requirements.

# 4. Scheduling Audits

- 4.1. Once the signed Certification Agreement (FS-3CanadaGAP) is received, The Food Safety Program Assistant/Scheduler or designee assigns a CanadaGAP Auditor that:
  - a. The Auditor is approved by CanadaGAP to audit all audit types
  - b. The Auditor has had no prior relationship with the Operation which would present a conflict of interest. The Auditor will confirm this by signing a F-71fs65 Certification Personnel Statement of Availability before completing the audit.
- 4.2. The Audit Program Coordinator (Scheduler) will contact the Operation's Management Representative to confirm tentative dates for the auditing activities. The Scheduler coordinates the desired dates with the availability of the assigned Auditor. Often this process requires the Scheduler to contact the Operation and the Auditor multiple times before mutually agreed upon dates can be scheduled for the auditing activities.
- 4.3. Audits must be scheduled to occur when the production period is underway i.e., during harvest, product handling, packing season, shipping, storage period, etc. depending on the scope of the company's certification.
- 4.4. In the case of multi-commodity, multi-production, multi-activity sites, scheduling of the initial certification audit and subsequent surveillance audits must be managed by PJRFSI to ensure coverage of the full scope of onsite activities over a period of 3 to 4 years. As such, surveillance audits may, at the discretion of the PJRFSI, be timed to occur sooner than the 12-month certificate expiry date; or may be scheduled after the 12 months elapse, but no later than 16 months after the prior certificate was issued. In the latter case, if the certificate will expire before the re-certification audit, PJRFSI must issue a certificate extension until the re-certification audit is completed and a new certificate is issued.
- 4.5. The Scheduler sends the Scheduled Audit Form to the Auditor when the dates are confirmed and entered into PJview.
- 4.6. The Scheduler then sends the Operation an Audit Scheduling Acknowledgement form (F-163fsi) or equivalent document for the Operation to sign and return by fax which indicates:
  - a. Operation's acceptance of the proposed audit dates and time;
  - b. Operation's acceptance of the proposed audit team whose background information is available upon request. The Operation has the right to object in writing to the appointment of any particular Auditor or technical expert providing the objection is valid, i.e. employee of a competitor, personal differences, etc.
  - c. Operation's confirmation that all processes/procedures/activities will be ready by the proposed audit date.
- 4.7. The Scheduler then creates an Auditor Assignment Form (F-27fsi) and forwards it to the Auditor (s) after approval by relevant Customer Service Personnel.

#### 5. The Audit Process

5.1. The Auditor is responsible for creating an Audit Plan using the F-184cangap Audit Plan Template and providing this plan and a copy of the F-27 to the Operation in advance of the audit.

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- 5.2. The Auditor will inspect the complete checklists and PJRFSI will conduct an audit at the initial assessment and then thereafter once per year. The audit will cover all accepted products, all registered product locations and each registered product handling facility, and where relevant, the administrative sites.
- 5.3. An opening meeting is held using the Opening Meeting Agenda found in the Auditor Workbook (WB-CanadaGAP).
- 5.4. For multiple day audits, the Auditor holds a daily wrap-up meeting with the management to discuss a summary of the findings of that day. On the last day of the Audit, the Auditor holds a closing meeting using the Closing Meeting Agenda. At a minimum, the Auditor leaves a copy of nonconformities with the Operation.

#### 5.5. Multi-site Certification for Options A1, A2, C, D, E, or F

- a. For Options A1, A2, C,D, E, and F only: A program participant with multiple sites (i.e., separately located facilities or sites using different equipment and normally employing different staff, etc.) may apply for a single certification and a single or combined audit by PJRFSI if:
  - There are multiple locations (at different addresses) involved. This does not include producers who have a number of fields (i.e., production sites) within their operation. Also, producers who have storage facilities or packing barns in several
  - locations associated with their production sites would NOT typically be considered multi-site operations, unless those facilities are clearly run independently of other functions (i.e., with separate crews, which may be the case with some multi-commodity operations).
  - At each location/address, separate activities are occurring using equipment and employees that are dedicated to that site;
  - All sites are operating under one centrally controlled and administered management system;
  - All sites are under the same ownership (e.g., the same company owns or controls activities with all sites);
  - All sites are within the requested scope;
  - All sites are situated within a geographic boundary that can be effectively served PJRFSI (e.g., within 50 km or within a region as determined by PJRFSI); and,
  - Records are available from all sites showing consistent implementation of the centrally controlled and administered management system.
- b. Relative to Options A1, A2, C, and E: For initial certification, including when a multi-site client transfers from another certification body, PJRFSI will audit all sites. Thereafter, PJRFSI may determine a sampling plan based on an evaluation of the risk. PJRFSI shall base the site sampling plan on the CanadaGAP site sampling rules.
- 5.6. Each production processes for products registered and accepted for certification for the first time must be completely assessed prior to issuing the certificate. Only products that have been harvested shall be included in the certificate.
- 5.7. The applicant must have records and for at least 3 months before the audit takes place.
- 5.8. The initial audit shall cover harvesting activities of each product to be included for certification, as well as produce handling if it is included. If the audit is made before harvest, it will not be possible to inspect certain control points. As a result a follow-up visit will be required, or proof of compliance may be sent. No certificate will be issued until all control points are verified and closed out.
- 5.9. The Operation may be seeking certification for more than one crop (concurrent or consecutive crops), and the crops may not all have the same seasonal timing, i.e. the harvest of one crops may not coincide with harvest of other crops. The requirements above are applicable to crop grouping based on similarities in production systems. PJRFSI shall verify all control points of these groupings before the product(s) can be added to the certificate.
- 5.10. The scheduler or appropriate designee seeks feedback from the Operation by sending them the F-18fsi Customer Satisfaction Survey and F-38fsi Auditor Evaluation (Client Feedback Forms) within approximately two weeks from the last day of the onsite facility audit.

5.11. The Auditor and/or other PJRFSI personnel are allowed to explain findings and/or clarify the requirements but shall not give prescriptive advice or consultancy as part of the audit or the certification process. This does not preclude normal exchange of information with the Operation.

# 6. Audit Reporting and the Certification Decision

- 6.1. The Auditor documents the results of the audit/audit on the appropriate checklist and assign appropriate scoring. If the during the course of the audit, the client indicates that they have had a change in ownership, company name, company address, food safety management representative, contact information, scope of certification, number of employees, number of acres, or salesperson, the auditor shall contact PJRFSI HQ and fill out the Request for Information Changes in the Auditor Workbook (WB-CanadaGAP). PJRFSI's Audit Support Assistant (ASA) or designee shall forward the Request for Information Changes to PJRFSI Scheduling, Sales Coordination, and the Food Safety Coordinator to make changes as necessary.
- 6.2. To be certified under Option A1, A2: the program participant must achieve a passing score on the audit checklist and have no auto-failure items. To be certified under Option C and D: the program participant must achieve a 100% or correction actions are required. To be certified under Option B: the group must comply 100% with all requirements on the Group Management System checklist, AND all sampled sites must achieve a 100% on the Audit Checklist and have no auto-failure items. To be certified under Option E and F: the program participant must achieve a 95% or corrective actions are required. The Corrective Actions Report and procedures for follow-up by PJRFSI reviewer on Corrective Action Requests (CARs) if the program participant auto-fails, does not achieve a passing score on the audit, or chooses to increase their audit score.
- 6.3. The auditor is given 10 business days between conducting the audit and providing the audit report to PJRFSI. The technical review of the audit will be conducted within 10 business days after receiving the audit package from the auditor, and ten (10) business days allotted to administrative functions associated with making a decision on certification and transmitting the audit results to the client. PJRFSI's Audit Support Assistant (ASA) or designee to forward to a Technical Reviewer for technical and grammatical review.
- 6.4. After report is technically reviewed, a copy of the report should be sent to the client regardless of corrective action closure or payment status by the Food Safety Program Coordinator.
- 6.5. PJRFSI's Technical Reviewers are required to sign the F-71fs65 (Certification Personnel Statement of Availability) prior to beginning a review of an audit report or package in order to confirm that they are impartial and free from any conflict of interest. Note: the Auditor who carried out the evaluation may not serve as the Technical Reviewer. The Auditor and the Technical Reviewer may not serve as the Certification Decision maker.
- 6.6. In cases where the Technical Reviewer rejects the audit package, s/he or the Food Safety Program Coordinator or designee is responsible for contacting the Auditor or Operation for resolution.
- 6.7. Within 30 business days after the last day of the audit a final review of the complete audit package, the Certification Decision maker renders a Certification Decision and documents it on the F-67fs65. PJRFSI shall make the certification decision within a maximum of 30 business days after the audit. If a program participant is not certified because the company has failed the audit, but the participant implements corrective actions, PJRFSI shall make the certification decision within a maximum of 30 business days after the corrective actions, PJRFSI shall make the certification decision within a maximum of 30 business days after the closure of the Corrective Action Requests (CARs).
- 6.8. If Certification is granted, PJRFSI's Food Safety Certificate Coordinator or designee creates the electronic Certificate. Successful certifications will also be published by company name in PJRFSI's on-line registry. For transparency, PJRFSI will ensure that the public registry is searchable by company name and that the program standard is identified (i.e., CanadaGAP).
- 6.9. The Certificate is valid for twelve (12) months from the date the certification decision. Delivery of the Certificate and other documents may be delayed until the Operation has paid all outstanding invoices.
- 6.10. When certification is granted, PJRFSI's Food Safety Program Coordinator or designee also provides the Operation with:
  - a. At least one paper copy of the Certificate (provided by the Certificate Dept.);
  - b. A statement detailing the duration of the Certification (certificate expiry date and SOP-01canadagap);

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- c. The grounds upon which Certification may be suspended or withdrawn and the requirements for undertaking Surveillance and Recertification Audits and their frequency (SOP-01canadagap);
- d. Appropriate use of the Certificate and Certification Marks (SOP-03PJRFSI); and
- e. The audit report.

# 7. Maintaining Certification: Surveillance and Recertification Audits

- 7.1. In order to maintain Certification, an Operation is required to:
  - a. attain the minimum compliance audit grade of 85% or greater and not triggered any autofail (Option A1 or A2), 100% for Options B, C and D, or 95% for Options E and F; or
  - b. non-conformities are corrected within specified timeframes.
- 7.2. Each year, the program participant must reconfirm enrolment by remitting the applicable annual program fee to CanadaGAP, and if changes are being made to the program participant's status, submitting a completed Change of Status form, available from the CanadaGAP office or on the Program website at: <a href="http://www.canadagap.ca">www.canadagap.ca</a>
- 7.3. The Program certification period;
- 7.4. The subsequent audits shall occur at least once each year for all options, with the date of each recertification audit occurring not more than 12 months from the date of the previous audit activity. Regardless of the certificate expiry date, PJRFSI must ensure that audits/review of self-assessments take place within 12 months of the prior audit activity, and that at least one audit activity occurs in each calendar year.
- 7.5. For multi-commodity operations involved in production, storage and packing, there may not ever be a time when all commodities are in harvest, storage or packing. Those operations who have both "Production and Packing" on their certificate will need to have both of those activities audited each year, meaning that the auditor must observe both harvesting and packing-related activities annually, which may require two separate audits. Both audits need to cover product from the same crop year/season. Over a 3-4 year timeframe, audit coverage of all processes and crops within the scope of the certification is required. Commodities/activities should not be included on the certificate until the auditor has obtained meaningful evidence (i.e., through observation, interviews, records review, etc.) pertinent to the respective crop/activity.
- 7.6. When an Operation has undergone a change in location or in their operations including an expanded scope of certification (including products and processes), PJRFSI determines whether an audit is required prior to the Operation's due date in order to maintain certification.
- 7.7. If the operation recertification audit is due but the site is inaccessible due to COVID-19 restrictions, PJRFSI conducts a risk assessment to determine the risk to food safety and the operation CanadaGAP certification by extending the certificate. The Scheduler sends the operation the FS-228gap to fill out and send back. A two hour risk assessment is then scheduled with an approved CanadaGAP auditor.
- 7.8. The auditor documents the information from the risk assessment information and conversation with the site on the FS-229. A risk level (e.g. low/ high) is assigned for determining certificate extension. Examples of low and high-risk levels:
  - Low. PJRFSI approves a (6) month extension to the current certificate
  - High. PJRFSI will not extend the certificate. Current certificate will expire if recertification audit cannot take place.
  - Other. More information is requested form the operation.
- 7.9. PJRFSI will reissue the certificate with the extended expiration date and send an electronic copy of the certificate to the client. The recertification audit can be conduct anytime during the extension period. This is just a temporary extension and the re-audit window does not change for future audits.

#### 8. Unannounced Audits

8.1. Scope: The unannounced audit program applies to program participants in CanadaGAP certification Options A1, A2, C and D. Those enrolled in group certification and Options E and F also have an unannounced component to their option, although the details are different.

- 8.2. Unannounced audits will not be scheduled in advance with program participants. Only for Options A1,A2, E, and F will PJRFSI will provide 2 to 5 business days' notice that the auditor is coming. This short advance notice in required for PJRFSI/auditor to ensure that the client will be available and in production. Only if needed, PJRFSI or auditor may contact the program participant ahead of time (e.g., early in the season)
  - To confirm the scope of the operation's certification
  - To confirm in general when certain activities are occurring (e.g., harvesting, packing, shipping, etc.)
  - NOT to identify a specific time for the audit.
  - a. An unannounced audit will take place instead of a scheduled audit (NOT additional to a scheduled audit). The program participant will pay the regular audit fee for the unannounced audit.
  - b. The full CanadaGAP audit checklist must be used for unannounced audits. Like all CanadaGAP audits, unannounced audits must occur while activities relevant to the scope of the operation's certification are occurring. The program participant cannot block off "busy periods" like harvesting or shipping. Unannounced audits can occur during periods of high activity.
  - c. Refusing notification for options A1 and A2: The program participant can refuse the first notification for valid reasons as determined solely by PJRFSI. As these are logistical issues, CanadaGAP will not be providing PJRFSI with further guidance. The program participant cannot refuse the second notification. Not responding to the notification (phone or email) from PJRFSI or auditor will be considered an ACCEPTED notification. Failure to comply with the unannounced audit requirement will result in PJRFSI suspending or withdrawing certification. The program participant will not be allowed to re-enroll in the program for one year following withdrawal of certification.
- 8.3. For Options B, C or D, two options for unannounced audits is offered UA Option 1: unannounced audit that year, to replace the client's regulatory scheduled audit or UA Option 2: two audits that year, one announced and one unannounced. One regular, announced audit shall occur when activities that need to be observed are happening within the operation and an unannounced audit at another time of year, during an "audit window" determined by the certification body and arranged in advance with the operation.
  - a. Refusing notification for UA Option 1: If it is impossible for the auditor to proceed on the day of the unannounced audit (e.g., there is no relevant activity occurring when the auditor arrives, relevant food safety personnel are not available, the auditor is refused entry) then the program participant will bear the cost of the auditor's visit that day, as per the terms and conditions of the CB's contract with the client. Where possible, the CB will schedule a return visit (also unannounced) by the auditor. The client must accept the possibility that a limited number of auditors may result in delays in rescheduling the audit, and/or a lapse in certification if a follow-up unannounced audit cannot occur in a timely manner, and/or potential loss of certification if a return visit cannot be accommodated before the end of the client's season. A return visit is subject to the same rules as the original unannounced audit.
  - b. Refusing notification for UA Option 2: If it is impossible for the auditor to proceed on the day of the unannounced audit (e.g., despite the pre-arranged audit window there is no one present at the operation, or the auditor is refused entry), then the program participant will bear the cost of the auditor's visit as per the terms and conditions of the CB's contract with the client. Certification will be suspended or withdrawn as a result of the client failing to comply with the agreed timeframe for the unannounced audit. Truly extenuating circumstances will be reviewed on a case-by-case basis.
- 8.4. After notification is accepted: If the client is not prepared to proceed with the audit when the auditor arrives, the client will still be charged for the cost of the auditor's time and travel. If possible, the auditor will return for another unannounced audit during the current season. It may not always be possible for the auditor to return during the current season due to scheduling demands. In other words, not being prepared for the unannounced audit could put the program participant's certification in jeopardy.
- 8.5. Selection of program participants for unannounced audits: A minimum of 10% of each PJRFSI's clients will be required to have an unannounced audit each year. A different 10% of clients must be selected each year until all program participants have had an unannounced audit. If a has fewer than ten clients, at least one client must undergo an unannounced audit each year. If a PJRFSI has only one client, the client must be audited unannounced every fifth year. Over time, all individually certified companies will have an

unannounced audit. The selection of the 10% each year will be managed by individual PJRFSIs. The logistics involved with performing unannounced audits may be challenging; therefore, each PJRFSI will have to determine the approach that works within their existing audit planning, scoping and scheduling systems.

- 8.6. PJRFSI must select the following percentages of clients for unannounced audits:
  - 10% from a combination of operations enrolled in CanadaGAP certification options C,D, E, and F.
  - 10% from a combination of operations enrolled in CanadaGAP certification options A1 and A2.
  - 25% of group members from an Option B certified group.
- 8.7. Unannounced audits must be a FULL audit, not a partial or follow-up visit.
- 8.8. Audit reports and certificates must clearly identify whether the audit was unannounced.

#### 9. Conditions for Suspending or Withdrawing Certificates

- 9.1. PJRFSI is responsible for initiating the suspension and withdrawal of the CanadaGAP Certificate.
- 9.2. During the period of suspension, the program participant is prohibited from using the certificate, the Program logo or other mark(s) or any other document or claim that is any way liked to certification in relation to the suspended scope. PJRFSI sends a suspension letter to the client to communicate this prohibition to the program participant when the suspension is issued.
- 9.3. PJRFSI suspends the CanadaGAP certificate where:
  - The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system,
  - the certified client does not allow surveillance or recertification audits to be conducted at the required frequencies, or
  - the certified client has voluntarily requested a suspension.
- 9.4. PJRFSI shall deny, suspend or withdraw certification when the program participant (individual or group) cannot show evidence of implementation of effective corrective actions after a mandatory CAR has been issued. Mandatory CARs usually refer to: those requiring correction to achieve group (re)certification, auto failure items requiring correction to achieve individual (re)certification, and selected CARs requiring correction to achieve a passing score after a failed audit.
- 9.5. PJRFSI shall restore the suspended certification if the issue that has resulted in the suspension has been resolved. Failure to resolve the issues that have resulted in the suspension in a time established by PJRFSI shall result in withdrawal or reduction of the scope of certification. NOTE In most cases the suspension would not exceed 6 months.
- 9.6. Certificates may be suspended or withdrawn for cause by PJRFSI, including upon request by CanadaGAP if reasonable grounds are provided (e.g., follow up to a complaint received by CanadaGAP resulting in a triggered audit by PJRFSI or other investigation by CanadaGAP or PJRFSI).
- 9.7. Cause for withdrawal of certification includes non-payment of annual program fees to the CanadaGAP Program and of audit fees levied by PJRFSI.
- 9.8. When requested by CanadaGAP, PJRFSI will proceed with withdrawal of certification from program participants whose accounts payable to the CanadaGAP Program are overdue.
- 9.9. PJRFSI must inform, in writing, the program participant of the withdrawal of the certificate, and must request return of the withdrawn certificate without delay. PJRFSI must copy CanadaGAP on this written communication.
- 9.10. Further, this written communication must include notification that the program participant is prohibited from using the withdrawn certificate, the Program logo or other mark(s) or any other document or claim that is any way liked to certification in relation to the withdrawn certificate.

#### 10. Operation Requirement to Notify PJRFSI of Special Situations

- 10.1. The Operation is required to notify PJRFSI in writing and in a timely manner about any significant change(s), *actual or intended*, which include but are not limited to:
  - a. changes in legal or commercial status including changes in name;
  - b. changes in ownership;
  - c. changes in key managerial, decision-making or technical staff;
  - d. changes in the number of employees;
  - e. changes in location and/or site address for the Operation's operations;
  - f. damage to the site, e.g., damage by fire or natural disaster such as a flood;
  - g. changes to the physical building(s) and/or processing operations and equipment;
  - h. changes to the scope of certification (including expansion or reduction) in terms of products, processes, and/or facilities;
  - i. changes in the Operation's CanadaGAP System or factors influencing the Operation's CanadaGAP System; and
  - j. a food safety incident (see @9.2).

If at any time based on available information, the Operation becomes aware that concerns about actual or suspected threats to food safety exist which could require intervention to protect consumers' interests, Operation must notify PJRFSI immediately. Upon identification that a food safety event requires public notification (such as a Class 1 or Class II recall), the Operation shall, within twenty-four (24) hours of identifying the event, notify CanadaGAP and Perry Johnson Registrars Food Safety Accreditation Manager in writing and by phone call:

- a. Business hours M-F, 9-5 EST: 248-519-2523;
- b. After hours and weekends: 248-251-3464
- c. Email: <a href="mailto:foodsafety@pjrfsi.com">foodsafety@pjrfsi.com</a>;
- 10.2. Following notification of a food safety event by the Operation, PJRFSI will notify CanadaGAP and any Accreditation Bodies, as necessary, within a further forty-eight (48) hours of any action PJRFSI intends to take to ensure the integrity of the certification.
- 10.3. When a certified Operation relocates its business premises, the Operation's Certificate is no longer valid until a successful Recertification Audit of the new premises as conducted.
- 10.4. PJRFSI reserves the right to conduct special audits during the course of the certification period, and as needed in response to changes/incidents as described in @9.1. Where such changes may affect the conformity of the product(s) and/or the CanadaGAP certification, PJRFSI's Food Safety Program Accreditation Manager or designee as appropriate determines whether the announced changes require further investigation and schedules a special audit as necessary. The Auditor documents all nonconformities on the F-212 (Corrective Action Worksheet for Special Audits) and supplies this summary worksheet to the Operation. The Operation, in turn, documents all corrective actions taken in the Operation sections of the F-212 and submits it along with corrective action evidence to the Auditor for approval. Following approval of all corrective actions, the Auditor submits the worksheet and corrective action evidence to the Audit Support Assistant or appropriate designee so that the special audit package may undergo technical review for final approval of corrective actions and a recommendation to maintain the Operation's certified status and amend their certification details as necessary.
- 10.5. The Operation must not promote products, processes, and/or facilities/sites which have not been covered in the scope of certification as audited and approved by PJRFSI. Unauthorized promotion will result in the withdrawal of the Certificate.
- 10.6. Where Operation fails to notify PJRFSI of any of the above changes, PJRFSI may accordingly suspend or withdraw, as deemed appropriate, the Certificate and reserves the right to retroactively invalidate the Certificate effective as of the date the change occurrence.

#### 11. Promotions of CanadaGAP Certification by Operation

When providing copies of any certification documents (certificates and audit reports) to interested parties, Operations shall reproduce those documents in their entirety or otherwise seek permission in writing from PJRFSI. Operations shall comply with the latest CanadaGAP Logo Rules of Use issued and any additional requirements issued by PJRFSI regarding use of certification marks and promotion of certification. The proprietary names and logos of CanadaGAP, any applicable accreditation bodies, and PJRFSI shall not be used by the Operation in any manner which could be misconstrued or defamatory to the respective parties and/or parties' brands. Any misuse of these proprietary names or logos by a certified Operation or a Operation seeking certification shall be reported to the interested parties and responded to with appropriate actions by PJRFSI.

#### 12. Conditions for Change of Certification Body (Transfers)

- 12.1. Program participants and groups must communicate in writing their request to transfer CBs to CanadaGAP by completing the Change of Status form. The Change of Status form is available on the Program website (www.canadagap.ca) or by contacting the CanadaGAP Office.
- 12.2. In the case of certified companies, a request for a transfer between CBs may be prompted well before certificate expiry, e.g. when the outgoing CB contacts the program participant to schedule a re-certification audit. When PJRFSI is contacted directly by clients requesting transfers, PJRFSI personnel are to direct program participants to the CanadaGAP office and/or the Program website (www.canadagap.ca) to complete the Change of Status form.
- 12.3. Program participants transferring CBs must provide PJRFSI with a copy of their previous Program audit report(s) and certificate(s) if previously certified. Subject to any contractual obligations or restrictions within the respective CB policies, PJRFSI may request from the outgoing CB information about the transferring client.
- 12.4. On the Change of Status form, the program participant must provide details of the last audit date and the requested audit scope (if any changes from the current scope). Before accepting the client, PJRFSI will verify the audit date and the scope of any existing certification vs. the requested audit scope.
- 12.5. The transfer is initiated only when the program participant requests it in writing through CanadaGAP. CanadaGAP notifies, in writing, both the outgoing CB and PJRFSI of the request for transfer. The transfer is complete only when PJRFSI has signed a contract with the program participant.
- 12.6. Once CanadaGAP approves the transfer, PJRFSI's Food Safety Program Coordinator or designee as appropriate undertakes a transfer review of the Operation's certification status and fills out the F-144 Transfer of Certification Body Checklist.

#### 13. Disputes and Appeals

13.1. Disputes and appeals are handled in accordance with SOP-10, PJRFSI's Dispute/Appeal Procedure which is available upon request.

#### 14. Confidentiality

14.1. PJRFSI, including all Auditors, administrative staff, technical reviewer, Impartiality Committee, and any other employee or contractor, ensures that all records, data, and information received during the execution of an CanadaGAP audit remain confidential and the property of the Operation. Only with the Operation's written authorization will PJRFSI release audit data to any entity other than CanadaGAP except when mandated by law, statute, or the regulations of accreditation bodies. In the event that disclosure of such information is required by law or statute, PJRFSI will disclose the information as required and inform the Certified Operation in writing of such disclosure in a timely fashion.