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Perry Johnson Registrars Food Safety, Inc.



PJRFSI Cannabis Safety Certification Procedure

PJRFSI offers the PJRFSI Cannabis Safety Certification Program to companies seeking independent validation of their Cannabis Safety system to PJRFSI Cannabis Safety Standard. This procedure details from start to finish the life cycle of the Cannabis certification process.

Applicability – PJRFSI Cannabis Safety Certification Program audits are only conducted in Countries and/or States that Cannabis and Hemp and their products are recognized as legal.

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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. IAF Mandatory Document for The Use of Information and Communication Technology (ICT) for Auditing/Assessment Purposes
- 1.3. PJRFSI Cannabis Safety Standard for Cultivation (GACP) (latest edition)
- 1.4. PJRFSI Cannabis Safety Standard for Manufacturing (GMP) (latest edition)
- 1.5. Dietary Supplement Add-On Module for PJRFSI Cannabis Safety Standard for Manufacturing (GMP) (latest edition)
- 1.6. Drug Add-On Module for PJRFSI Cannabis Safety Standard for Manufacturing (GMP) (latest edition)
- 1.7. FS-1cannabis – Cannabis/Hemp Food Safety Certification Questionnaire/Client Application
- 1.8. F-207 – Food Safety Quote Approval and Audit Justification Checklist
- 1.9. F-3cannabis – Certification Agreement
- 1.10. F-3tc – Terms and Conditions
- 1.11. F-71fs65 – Certification Personnel Statement of Availability Form
- 1.12. F-163fsi – Audit Scheduling Acknowledgement Form
- 1.13. F-27fsi – Auditor Assignment Form
- 1.14. WB-cannabis(series) – Auditor Workbook
- 1.15. F-184fs65-A – Audit Plan Template and Site Plan
- 1.16. F-67fs65 - Audit Package Review Form – Food Safety Programs
- 1.17. F-67fs65-A, Audit Report Review Form - Food Safety Programs
- 1.18. F-144fsi – Transfer of Certification Body Checklist
- 1.19. FS-108ict – Virtual Audit Questionnaire
- 1.20. SOP-10 Dispute/Appeal Procedure
- 1.21. PJView – Perry Johnson Registrars Food Safety Inc.'s client database and project management system

2 Definitions

- 2.1 Cannabis – a plant from the cannabaceae family which hemp and marijuana are derived
- 2.2 Supplier - The organization seeking Cannabis certification. Until a contract for certification services is signed with PJRFSI, the Supplier is initially referred to as an Applicant.
- 2.3 Scope of Certification – a description of the certification sought by the Supplier which will be covered in the audit program and detailed in the certification certificate. The scope includes: the name and address of the site-specific facility(s) covered; the product types and their associated processes and storage/shelf life characteristics. The scope of certification also specifies exclusions, if any, which must be agreed and approved by PJRFSI in advance of the certification audit.
- 2.4 Site - A single physical address or facility that will be audited and granted a certificate, either individually or as part of a multiple site scheme
- 2.5 Certificate - A certificate and associated documents affirming that the Cannabis management system operated by the Supplier has, as a result of the documented assessment procedure conducted by PJRFSI, been found to be in accordance with the PJRFSI's Cannabis Standard and the scope of certification sought by the Supplier.
- 2.6 Auditor – an employee or contractor of PJRFSI who has been qualified by PJRFSI as Cannabis Auditor and is therefore qualified to conduct Cannabis certification audits.
- 2.7 Pre-assessment - An informal and optional onsite evaluation carried out by a PJRFSI auditor to assess the Supplier's overall Cannabis food safety system and to determine the Supplier's readiness for a Cannabis certification audit.

- 2.8 Certification Audit – an onsite audit of the Supplier’s overall Cannabis food safety system and facility conducted by a PJRFSI auditor.
- 2.9 Recertification Audit – twelve (12) month post-certification conducted by a PJRFSI auditor to assess the continued effectiveness of the Supplier’s Cannabis system in its entirety and to serve as the basis for re-qualifying the Supplier for continued certification.
- 2.10 Information Communication Technology (ICT) - ICT is the use of technology for gathering, storing, retrieving, processing, analyzing and transmitting information. It includes software and hardware such as smartphones, handheld devices, laptop computers, desktop computers, drones, video cameras, wearable technology, artificial intelligence, and others.
- 2.11 Technical Reviewer – individuals who are competent to review audit results and render certification recommendations.
- 2.12 Designee – a PJRFSI employee who is designated and trained to complete specific procedural functions on behalf of another PJRFSI position. Throughout this SOP-1cannabis 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 application for certification process via a written or verbal request.
- 3.2 In response, a PJRFSI Project/Sales Manager or the Food Safety Sales Coordinator or designee provides the Applicant with the FS-1cannabis – 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 providing a quote.
- 3.4 Upon receipt of the signed application, PJRFSI’s Food Safety Sales Coordinator or designee trained in Cannabis quoting procedures conducts an application review to ensure that:
 - a. certification requirements are clearly defined, documented, and understood;
 - b. any differences in understanding between PJRFSI and the Applicant are resolved; and
 - c. PJRFSI has the technical resource and competencies to perform the certification services sought by the applicant, and if not, PJRFSI’s Food Safety Sales Coordinator or designee in consultation with the Food Safety Program Manager will reject the application.

The record of this review is the Food Safety Sales Coordinator or designee’s signature at the bottom of the FS-1 Food Safety Certification Questionnaire/Client Application and a completed F-207 – Food Safety Quote Approval and Audit Duration Justification Checklist.
- 3.5 Based on the information furnished by the Applicant and the input from the application review process, the Food Safety Sales Coordinator or designee completes an F-207 which is a record of: the determination of scope including exclusions; the justification for quoted audit days; and the overall quote approval.
 - 3.5.3 Deviations from the audit duration guidance are justified on the F-207. [Due to factors which might only be revealed once the Auditor is onsite, the Auditor may request a deviation in the actual audit time from the quoted audit time. In this case, the Auditor always contacts PJRFSI’s Food Safety Program Manager or designee for pre-approval.
 - 3.5.4 PJRFSI may conduct Cannabis 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 Cannabis audit activity. Details of combined audits are specified on the audit report.

- 3.6 A pre-assessment is optional but encouraged, particularly those seeking initial certification to the applicable standard.
- 3.7 Transfers are handled in accordance with @Section 12 below.
- 3.8 Based on the information from the application review (FS-1cannabis) and quote approval process (F-207), the Food Safety Sales Coordinator or designee completes a quotation in the form of a Certification Agreement (FS-3cannabis) to cover the costs of the proposed audit activity [pre-assessment, certification audit, and/or recertification audit(s) as applicable] and any associated fees.
- 3.9 A PJRFSI Project/Sales Manager or designee provides the Applicant with a duly authorized copy of the Certification Agreement (FS-3cannabis) and the Terms and Conditions (FS-3tc). (In some cases, the Certification Agreement and Terms and Conditions are forwarded directly to the Applicant by the Food Safety Sales Coordinator or the Food Safety Program Coordinator/designee.) The Applicant then signs and returns a copy of the Certification Agreement bearing an original signature.
- 3.10 Signatures by both parties indicate mutual agreement of Certification Agreement including the scope of certification and any exclusions, the certification costs, and the associated Terms and Conditions. After the Certification Agreement is signed, amendments, agreed upon by both parties, may be made as necessary. However, once the certification audit has begun, the scope of the certification shall not be altered.
- 3.11 Receipt of the signed Certification Agreement and the first installment payment from the Supplier is taken by PJRFSI as an instruction to proceed in accordance with the Cannabis Certification Agreement and the Terms and Conditions. The Food Safety Program Coordinator or designee sends the Applicant, hereafter referred to as the Supplier:
 - a. a summarized version of the Certification Procedure (SOP-01cannabis);
 - b. other guidance documents describing the audit process, as appropriate; and
 - c. a list of documents/information required from the Supplier, as necessary, in preparation for the audit.
- 3.12 The Food Safety Program Coordinator or designee is responsible for monitoring and verifying the progress of the Supplier's certification program including but not limited to audit/certification status, and timeline/due date performance for both Supplier and Certification Body (PJRFSI) activities.
- 3.13 If the requirements for certification change at any time and need retroactive implementation, PJRFSI's Food Safety Program Manager or designee will ensure that the Supplier is notified as soon as possible by the most appropriate means and that the new requirements are followed/implemented at the next onsite audit activity or sooner if necessary.

4 Scheduling Audits

- 4.1 Once the signed Certification Agreement (FS-3cannabis) is received, the Food Safety Program Manager or designee assigns an auditor to the audit after verifying that:
 - a. The Auditor is qualified to audit the Supplier's scope of certification;
 - b. The Auditor has had no prior relationship with the Supplier which would present a conflict of interest. The Auditor will confirm this by signing a Certification Personnel Statement of Availability (F-71fs65) before completing the audit.
- 4.2 The Supplier is assigned to Food Safety Program Assistant (Scheduler) who will contact the Supplier's Management Representative to schedule dates for the auditing activities. The Scheduler

then coordinates the desired dates with the availability of the assigned Auditor pre-selected by the Food Safety Program Manager or designee. Often, this process takes several contacts between the Supplier and the Auditor before dates for the auditing activities are mutually agreed upon.

- 4.3 The Scheduler sends the Scheduled Audit Form to the auditor when the dates are confirmed and entered into PJview.
- 4.4 The Scheduler then sends the Supplier an Audit Scheduling Acknowledgement form (F-163fsi) or equivalent document for the Supplier to sign and return by fax which indicates:
 - a. Supplier's acceptance of the proposed audit dates and time;
 - b. Supplier's acceptance of the proposed audit team whose background information is available upon request. The Supplier 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. Supplier's confirmation that all processes/procedures/activities will be ready by the proposed audit date.
- 4.5 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 Certification Audit (Initial Certification and Recertification Audits)

- 5.1 PJRFSI undertakes the Certification Audit to verify the effectiveness of the Supplier's Cannabis Safety System in its entirety to establish and ensure:
 - a. the effective interaction between all elements of the Cannabis System; and
 - b. that the Supplier has demonstrated a commitment to maintaining the effectiveness of the Cannabis Safety System and to meeting regulatory and customer requirements.
- 5.2 The Auditor is responsible for completing the corresponding Audit Workbook (WB-cannabis series and WB-Cannabis Supplement) and creating an Audit Plan using the F-184fs65 and F-184fs65-A Audit Plan Templates, which will be forwarded to the Supplier at least one week in advance of the audit.
- 5.3 The Supplier's senior management personnel, who have the appropriate authority to ensure that corrective actions will be implemented in response to any non-conformities found, are expected to attend the opening and closing meetings for all audit activity. In particular, the most senior operations manager onsite or their nominated deputy shall be available at the audit and attend the opening and closing meetings. All of the Supplier's personnel are expected to fully assist the Auditor at all times.
- 5.4 At the time of the audit, the Supplier is expected to have been in operation for at least three (3) months. For planned audits, the Supplier shall ensure at the time of the audit that the production program includes all products and processes covered by the scope of the certification. When a significant production process cannot be observed during the audit, PJRFSI may elect to conduct a separate audit at a later time in order to audit that process.
- 5.5 The onsite audit consists of the following six (6) stages:
 1. Opening meeting to confirm the scope and process of the audit. The Auditor will utilize the Opening Meeting Agenda found in the Auditor Workbook (WB-cannabis).
 2. Document review including a review of the cannabis food safety management systems.
 3. Production facility inspection to review the practical implementation of the systems and which should account for at least 50% of the audit time and include personnel interviews and observations of product changeover procedures.
 4. Review of production facility, grow operation, and/or retail establishment inspection to verify and

- conduct further documentation checks.
5. Final review of findings by the auditor in preparation for the closing meeting.
 6. Closing meeting to review audit findings with the Supplier management personnel.
- 5.6 The Auditor should audit the Supplier's processes where they occur. Audit evidence gathered through interviews should be verified by acquiring supporting information from independent sources, such as observations, records, and results of existing measurements. The names, job titles, and working shifts of those interviewed are to be recorded. The Auditor must record copious notes of conformity and nonconformity, including the nature and severity of any nonconformity. These notes serve as the basis for the audit report and will be submitted to PJRFSI with the audit package. Should objective evidence exist to support writing a nonconformity, the following format is used:
- a. Citation of the requirement(s) not being met
 - b. Statement of nonconformity
 - c. Objective evidence observed that supports the statement of nonconformity
- 5.8. For multiple day audits, the Auditor must hold a daily wrap-up meeting with the PJRFSI audit team and the Supplier's key personnel to discuss a summary of the findings of that day.
- 5.9. On the last day of the audit, the Auditor will hold a closing meeting using the Closing Meeting Agenda. During this meeting, the Auditor reviews the audit findings, including the non-conformities, with the Supplier's senior management personnel. When discussing the findings, the Auditor should never comment on the likely outcome of the certification process.
- 5.10. At the close of the audit or within one working day of the last day of the audit, the Auditor provides the Supplier with a written summary of the non-conformities discussed at the closing meeting.

6 Nonconformities and Corrective Actions

- 6.1 PJRFSI defines the following three levels of nonconformities:
- a. Critical nonconformity - a critical failure to comply with a food safety or legal issue.
 - b. Major nonconformity - a substantial failure to meet the requirements of a "statement of intent" or any clause of the Standard, or a situation is identified which would, on the basis of available objective evidence, raise significant doubt as to the conformity of the product being supplied. Where minor nonconformities are repeatedly raised against a particular clause of the Standard, the findings may be combined and escalated to a major nonconformity.
 - c. Minor nonconformity - a clause has not been fully met but, on the basis of objective evidence, the conformity of the product is not in doubt.
- 6.2 Once the Auditor has made an observation during the audit, the Supplier, if possible, may take corrective action during the audit. However, the Auditor's rating must reflect the condition or status prior to the Supplier's corrective actions.
- 6.3 Regardless of the severity of findings, the Auditor is expected to complete the audit except when extreme circumstances would not allow him/her to do so.
- 6.4 The findings, as well as the full audit report, are always subjected to a full technical review by PJRFSI's Technical Reviewer. If the technical review process results in any change in the findings, the Supplier will be notified.
- 6.5 If during the course of the audit, the Auditor identifies a critical findings which would result in non-certification. The auditor will contact PJRFSI's Food Safety Manager or designee to discuss the findings and verify their severity. If findings are confirmed which would result in non-certification, PJRFSI's Food Safety Program Manager or designee immediately suspends certification for a certified Supplier.

In this case, the Supplier is required to undertake another full audit to allow the auditor to review the Cannabis system and verify all corrections and corrective actions. Where a Supplier cannot effectively implement corrective actions and have the Auditor verify their closure by means of an onsite revisit audit within 28 calendar days from the last day of the audit, Food Safety Program Manager or designee immediately withdraws certification for a certified Supplier.

- 6.6 In the event of a failure to achieve or maintain certification, Suppliers, where required by their customers, must notify their customers of the circumstances and the Supplier's intended corrective actions.
- 6.7 For any nonconformity identified, the Supplier must:
 - a. take corrective action to remedy the immediate issue; and
 - b. undertake a root cause analysis of the nonconformity; and
 - c. develop a corrective action plan and timeline to address the root cause.
- 6.8 For all major and minor non-conformities, the Supplier should submit satisfactory objective evidence to the Auditor within 28 calendar days of the last day of the audit to allow the Auditor time to close the nonconformities by 30 calendar days of the last day of the audit.
- 6.9 If satisfactory evidence to close out nonconformities is not provided within the 30 calendars days of the last day of the audit, PJRFSI will not grant certification or will withdraw certification as appropriate and the Supplier will require an additional full audit to be considered for certification.
- 6.10 Any required onsite revisit audit will primarily review the effectiveness of the corrective action taken for nonconformities. However, if new nonconformities are identified during the course of the revisit, these nonconformities must also be satisfactorily resolved before a certificate can be issued.

7 Audit Reporting and the Certification Decision

- 7.1 The Auditor documents the results of the audit using WB-Cannabis series and WB-Cannabis Supplement.
- 7.3 Within ten (10) calendar days from the last day of the audit, the Auditor submits the preliminary audit report, audit notes, auditor working documents, and Supplier's action plan to PJRFSI's Food Safety Program Coordinator or designee to forward to a Technical Reviewer for a preliminary technical and grammatical review.
- 7.4 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.
- 7.5 The PJRFSI Technical Reviewer conducts a preliminary technical and grammatical review of the audit package and documents the review on the Audit Report Review Form (F-67fs65-A), or an equivalent format. If needed the report is returned to the Auditor for clarification or revision. A record of reviews is maintained using the Audit Package Review Form (F-67fs65).
- 7.6 By 30 calendar days from the last day of the audit, the Auditor submits the final audit report and complete audit package, including the Supplier's corrective actions to the Food Safety Program Coordinator or designee to forward to a Technical Reviewer for the final technical review and certification recommendation.
- 7.7 The Technical Reviewer completes the final technical review and documents it and certification recommendation on the Audit Report Review Form (F-67fs65-A) or an equivalent format.
- 7.8 In cases where the Technical Reviewer rejects the package, s/he or the Food Safety Program

Coordinator or designee is responsible for contacting the Auditor or Supplier for resolution. As appropriate, the Technical Reviewer or other competent designee is responsible for providing any clarification or any additional training to the Auditor.

- 7.9 Certification of Cannabis Safety Systems is awarded to Suppliers who have no outstanding non-conformities, meaning all nonconformities have been corrected and verified by PJRFSI by onsite visit or by other appropriate means.
- 7.10 Certification decision will be taken by PJRFSI's Cannabis technical reviewer. If Certification is granted, PJRFSI's Food Safety Program Coordinator or designee notifies PJRFSI's Food Safety Program Assistant/PJRFSI Certificate Department.
- 7.11 The Certificate Department creates a draft certificate conforming to PJRFSI requirements and obtains approval of the certificate from the Supplier.
- 7.12 By 45 calendar days following the first day of the audit, PJRFSI's Food Safety Program Assistant or designee issues the certificate. Delivery of the Certificate and other documents may be delayed until all outstanding invoices have been paid by the Supplier.
- 7.13 Certification of a Supplier's Cannabis Safety System by PJRFSI shall provide confidence that the System meets the specified requirements and that the Supplier has implemented and is maintaining and operating the Cannabis Safety System effectively and in accordance with the scope specified on the Certificate.

8 Ongoing Audit Frequency and Maintenance of Certification

- 8.1 In order to maintain Certification, a Supplier is required to ensure all nonconformities are corrected within specified timeframes.
- 8.2 Recertification audit due dates are based on the first day of the initial audit. All audits are due within the 45 day window in advance of the due date.
- 8.3 Audits may be undertaken earlier than the due date in order to reset audit dates to allow combined audits with another program or to include a product produced at a different season. In these cases:
 - a. The audit report will detail the reasons why an audit has been brought forward.
 - b. The audit due date and certificate issuance/expiry will be "reset" based on the new audit date.
- 8.4 When a seasonal Supplier's production schedule is affected by harvest timing, the audit date may vary from the 45 day due date window and the justification for an early or late audit must be detailed in the audit report.

9 Conditions for Suspending or Withdrawing Certification

- 9.1 PJRFSI is responsible for initiating the suspension and withdrawal of the Cannabis Certificate.
- 9.2 PJRFSI suspends the Cannabis Certificate where:
 - a. nonconformities as described in @Section 6.5 are detected at an audit; or
 - b. the Supplier fails to have a required audit conducted according to their audit frequency except as justifiably allowed.
 - c. failure of the client to comply with PJRFSI's terms and conditions (i.e. nonpayment of fees)
 - d. non-compliance to certification protocol
 - e. pending complaint investigation
 - f. major change to the site or its activities that require action
 - g. a site visit raises doubt to the validity for the current certificate
 - h. pending appropriate corrective action following an investigation into product recall and/or product

- withdraw
 - i. failure to notify PJRFSI of significant changes to the company see @Section 10.1
- 9.3 Where the Supplier's Cannabis Certificate is suspended, the Food Safety Program Coordinator or designee will inform the Supplier in writing and sent by certified mail, that their certificate has been suspended, the reasons for doing so and action required from the Supplier including timescale in order to lift the certification.
- 9.4 Where PJRFSI has suspended a Supplier's Cannabis Certificate, for the duration of the suspension, the Supplier:
 - a. shall not represent itself as holding a Cannabis Certificate of Registration;
 - b. shall not use any goods, products, packaging, stationery, or other items that contain a PJRFSI Logo that may indicate the Supplier holds a Cannabis Certificate ;
 - c. shall notify any customers as required.
- 9.5 The maximum period for suspension shall be 6 months, after which time the certificate should be either re-instated or withdrawn, if it has not already expired.
- 9.6 A certificate may be withdrawn by PJRFSI for the following reasons:
 - a. failure of the client to adequately comply with the Certification Body's request for action following a complaint investigation
 - b. following investigation or a scheduled audit, where a site is not maintaining the standard
 - c. the company no longer trades
 - d. the site no longer undertakes the scope activities e.g. cessation of manufacture due to extensive site damage by fire
 - e. a suspended site exceeds the 6 months time period to demonstrate compliance for recertification
- 9.7 Where the Supplier's Certificate is withdrawn, PJRFSI's Food Safety Program Coordinator or designee;
 - a. informs the Supplier that the Cannabis Certificate has been withdrawn, the reason for such action, the date of effect, and in writing sent by certified mail;
 - b. instructs the Supplier to return the Certificate;
 - c. instructs the Supplier to return any electronic copies of the PJRFSI Logo and comply accordingly with the PJRFSI Logo Guidelines;
- 9.8 PJRFSI's Food Safety Program Manager or designee shall require the client to
 - a. withdraw any claim that imply that the site has been certificated;
 - b. cease to advertise or use any certification mark issued by PJRFSI;
 - c. cease using the PJRFSI logo within 48 hours of certificate withdrawal
- 9.9 An organization with a withdrawn certificate may reapply to PJRFSI Cannabis Safety Certification Program 6 months from the date the certificate was withdrawn or seek special approval to re-enter the program prior to 6 months.

10 Supplier Requirement to Notify PJRFSI of Special Situations

- 10.1 The Supplier 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 number of sites;
 - 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 Supplier's Cannabis System or factors influencing the Supplier's Cannabis Safety
- j. System; and
- k. a food safety incident as described in @10.2.

10.2 If at any time based on available information, the Supplier becomes aware that concerns about actual or suspected threats to food safety exist which could require intervention to protect consumers' interests, Supplier must notify PJRFSI immediately. Upon identification that a food safety event requires public notification (such as a Class I or Class II recall), the Supplier shall, within 3 workings days of identifying the event, notify Perry Johnson Registrars Food Safety, Inc's Food Safety Program Manager in writing and by phone call:

- a. **Business hours M-F, 9-5 EST: 248-519-2523**
After hours and weekends: 248-648-0216
- b. **Email: foodsafety@pjrfsi.com;**

- 10.3 Following notification of a food safety event by the Supplier, PJRFSI will notify 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.
- 10.4 When a certified Supplier relocates its business premises, the Supplier's Certificate is no longer valid until a successful Recertification Audit of the new premises as conducted.
- 10.5 A certified Supplier must notify PJRFSI of any change in ownership with thirty (30) days of the effective change. When a certified Supplier's ownership changes but key staff responsible for the Cannabis Safety System have been retained, PJRFSI confirms the continued effectiveness of the Cannabis Safety System within sixty (60) days of the change of ownership by means of a site audit and upon confirmation. This allows the Supplier to retain the existing audit frequency status and certification number. If significant changes in key personnel have occurred with the change in ownership, PJRFSI shall complete a full Facility Audit and the Supplier's audit frequency status will be based on this new audit activity.
- 10.6 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 above. Where such changes may affect the conformity of the product(s) and/or the Supplier's Cannabis Safety System, PJRFSI's Food Safety Program Manager or designee as appropriate determines whether the announced changes require further investigation and schedules a special audit as necessary.
- 10.7 The Supplier 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 .
- 10.8 Where Supplier 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 occurred.

11 The Use of Information Communication Technology (ICT)

- 11.1 PJRFSI allows the use of Information Communication Technology in the Cannabis Safety Standard certification(s) audit to perform part or all of the audit virtually. ICT is the use of technology for gathering, storing, retrieving, processing, analyzing and transmitting information. It includes software and hardware such as smartphones, handheld devices, laptop computers, desktop computers, drones, video cameras, wearable technology, artificial intelligence, and others.
- 11.2 Prior to the virtual audit, PJRFSI determines the feasibility of using ICT methods with the site by sending the FS-108ict Virtual Audit Questionnaire to the site to fill out and return. After it is reviewed and approved by the Food Safety Program Manager or Designee then a blended audit can be

scheduled. The virtual audit button is marked in PJview and the remote activities will be designated on the F-27 Auditor Assignment Form.

- 11.3 PJRFSI will assign GoToMeeting as the ICT platform or the Food Safety Program Manager or designee approves the use of a client's preferred secure platform.
- 11.4 If a critical non-conformity and/or the number and level of non-conformities identified at the remote audit would result in the failure to achieve a certificate a new audit shall be completed onsite.
- 11.5 If an effective virtual audit cannot be conducted, then the audit should be terminated, and Headquarters notified. This must be documented in the WB-Cannabis Supplement under the Virtual Audit report page.

12 Promotion of Cannabis Safety Certification by Supplier

When providing copies of any certification documents (certificates and audit reports) to interested parties, Suppliers shall reproduce those documents in their entirety or otherwise seek permission in writing from PJRFSI. The proprietary names and logos of PJRFSI and any applicable accreditation bodies, shall not be used by the Supplier 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 Supplier or a Supplier seeking certification shall be reported to the interested parties and responded to with appropriate actions by PJRFSI.

13 Conditions for Change of Certification Body (Transfers)

Due to the Cannabis Safety Standard is a PJRFSI Standard no transfers will be accepted.

14 Disputes and Appeals

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

14 Confidentiality

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 any audit activity remain confidential and the property of the Supplier. Only with the Supplier's authorization will PJRFSI release audit data to any entity 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 or accreditation body regulations, PJRFSI will disclose the information as required and inform the Supplier of such disclosure in writing in a timely fashion.