

Perry Johnson Registrars Food Safety, Inc.

GLOBALG.A.P. Certification Procedure

PJRFSI offers certification services to companies seeking GLOBALG.A.P. certification. This procedure details from start to finish the life cycle of the GLOBALG.A.P. certification process. A project management summary of this process is detailed in #PFCgap – GLOBALG.A.P. Process Flow Chart.

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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. GLOBALG.A.P. General Regulations Rules (latest edition)
- 1.3. Integrated Farm Assurance (IFA) Introduction (latest edition)
- 1.4. GLOBALG.A.P. Certification and Sublicense Agreement (latest edition)
- 1.5. GLOBALG.A.P. Principals and Criteria (latest edition)
- 1.6. Produce Safety Assurance Standard Addendum to GLOBALG.A.P. General Regulations (latest edition)
- 1.7. HPSS General Regulations (latest edition)
- 1.8. Produce Safety Assurance Standard (latest edition)
- 1.9. Produce Handling Assurance (latest edition)
- 1.10. Chain of Custody (latest edition)
- 1.11. GRASP (latest edition)
- 1.12. GLOBALG.A.P. Checklist(s)
- 1.13. GLOBALG.A.P. National Interpretation Guidelines
- 1.14. #FS-1gap Food Safety Certification Questionnaire/Client Application
- 1.15. #F-207 PJRFSI Food Safety Quote Approval and Audit Duration Justification Checklist
- 1.16. #FS-3gap GLOBALG.A.P. Certification Agreement
- 1.17. #FS-3tc Terms and Conditions
- 1.18. #PFCgap-AP GLOBALG.A.P. Audit Package Component Identification Key
- 1.19. #F-71fs65 Certification Personnel Statement of Availability Form
- 1.20. #F-163fsi Audit Scheduling Acknowledgement Form
- 1.21. #F-27fsi Auditor Assignment Form
- 1.22. #WBfs65 Auditor Workbook with Opening/Closing Meeting Minutes
- 1.23. #F-184fs65, #F-184fs65-A Audit Plan Template and Site Plan
- 1.24. #F-18fsi Customer Satisfaction Survey
- 1.25. #F-38fsi Auditor Evaluation (Client Feedback Form)
- 1.26. #F-67fs65 Audit Package Review Form Food Safety Programs
- 1.27. #F-67fs65-A, Audit Report Review Form Food Safety Programs
- 1.28. #F-211 Food Safety Programs Corrective Action Extension Request Form
- 1.29. #F-212 Corrective Action Worksheet Report
- 1.30. #F-144 Transfer of Certification Body Checklist
- 1.31. #SOP-10 Appeal Procedure
- 1.32. PJView Perry Johnson Registrars Food Safety, Inc. client database and project management system

2. Definitions

- 2.1. Producer/Producer Group A person (individual) or business (individual or producer group) 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 Producer is initially referred to as the Applicant.
- 2.2. Scope of Certification a description of the certification which is sought by the Producer/Producer Group and will be detailed in the Certificate. The product scope is linked to the location where the product is produced. Products produced in a non-registered location cannot be certified, and likewise products that are not registered but are grown on a registered location cannot be certified.
- 2.3. Certificate Certification of GLOBALG.A.P. by PJRFSI is not a statement that PJRFSI guarantees the safety of the Producer/Producer Group's products and/or services, or that the Producer/Producer Group and the Producer/Producer Group's products and/or services meet all food safety regulations at all times. However, based upon the evidence reviewed and observed by PJRFSI's Farm Auditor/ QMS Auditor(s) at the time the assessment was conducted, a Certificate affirms that the Producer/Producer Group's food safety plans appear to have been implemented in accordance with GLOBALG.A.P. and applicable regulatory requirements and that those plans appear to have been verified and determined effective to manage food safety. It is also a statement of the Producer's commitment to: produce safe, quality food; comply with the requirements of GLOBALG.A.P.; and comply with applicable food legislation.

- 2.4. Option 1 Individual Certification The individual Producer applying for certification and will be certificate holder once certified.
- 2.5. Option 1 Multisite without QMS Individual Producer or one organization that owns several production locations or management units that do not function as separate legal entities.
- 2.6. Option 1 Multisite with QMS Individual Producer or one organization that owns several production locations or management units that do not function as separate legal entities, but where a QMS has been implemented.
- 2.7. Option 2 a Producer Group applies for group certification and the group, as a legal entity, will be the certificate holder once certified. A group must have a QMS implemented and comply with rules set out in the GLOBALG.A.P. General Regulations Rules for QMS.
- 2.8. Technical Reviewer individuals who are competent to review farm audit/ QMS audit results and render certification recommendations.
- 2.9. Designee a PJRFSI employee who is designated and trained to complete specific procedural functions on behalf of another PJRFSI position. Throughout this SOP-1gap procedure, functions which may be completed by a designee will include the following references: "[position] or designee..." or "[position]/designee..."
- 2.10. GGN Number Unique GLOBALG.A.P. number which is a unique identifier for all GLOBALG.A.P. activities. The GGN identifies the applicant and is not related to the product or certification status.
- 2.11. GLOBALG.A.P. Database the online database and project management program
- 2.12. Production Site a production site (can be a farm, field, orchard, herd, greenhouse) defined by the Producer for units where segregation of output (agricultural products) is intended and all provisions have been made and put in place to keep separate records and prevent mixing of the products in the case of Parallel Production
- 2.13. Product Handling Unit (PHU) a unit defined by the Producer, where products are stored and handled. Segregation of product at all time (input, process, output) is guaranteed and provisions have been made and put in place to keep separate records.
- 2.14. Parallel Ownership (PO) is the situation where individual producers, producer groups, or producer group members own the same product partly as GLOBALG.A.P. certified and partly as noncertified. This can occur if they produce or buy noncertified products for the same product they produce and have registered for certification.

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-1gap 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 GLOBALG.A.P. 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. Additionally, for initial certification, the Sales Coordinator or designee shall verify whether the candidate has already been registered on the GLOBALG.A.P. database to ensure the candidate is not already certifying their facility and/or products with a different certification body.
- 3.5. The record of this review is the Food Safety Sales Coordinator or designee's signature at the bottom of the

#FS-1gap Client Application and a completed #F-207 – Food Safety Quote Approval and Audit Duration Justification Checklist.

- 3.6. 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.
- 3.7. 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 12 below.
- 3.8. PJRFSI may conduct GLOBALG.A.P. 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 GLOBALG.A.P. audit activity.
- 3.9. A pre-assessment is optional but encouraged for Producers, particularly those seeking initial certification to the applicable standard.
- 3.10. The Project/Sales Manager provides the Applicant with a duly authorized copy of the GLOBALG.A.P. Certification Agreement (#FS-3gap), PJRFSI's Terms and Conditions (#FS-3tc) and the GLOBALG.A.P. Certification and Sublicense Agreement. The Applicant then completes, signs, and returns a copy of the Certification Agreement. A signature is not required for the GLOBALG.A.P. Certification and Sublicense Agreement as long as the PJRFSI's Certification Agreement is signed by both parties.
- 3.11. 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.
- 3.12. 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 GLOBALG.A.P. Certification Agreement and the Terms and Conditions. The Food Safety Program Coordinator or designee sends the Applicant, hereafter referred to as the Producer/Producer Group. A summarized version of the certification procedure #SOP-01gap; A copy of the GLOBALG.A.P. Certification and Sublicense Agreement. The applicable GLOBALG.A.P. standard checklists; and as appropriate, any other guidance documents describing the audits or the certification process.

The Producers must register and re-register annually with PJRFSI as the first step toward obtaining or maintaining a GLOBALG.A.P. certificate.

- 3.13. By signing the GLOBALG.A.P. Certification Agreement, the organization agrees to transfer responsibility to PJRFSI for granting and determining the level of rights for data access. Organization agrees to grant access of the company name and address to the "Public" data access group. This means that all contact data (name, street, city, PLZ) are going to be displayed for all users searching publicly (without using a registered account) on the GLOBALG.A.P. database. If an organization would like to keep their company name and address hidden for all user searching publicly and only visible for user with a registered account on the GLOBALG.A.P. Database, PJRFSI must be notified in written within 28 days from the contract execution date.
- 3.14. 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 GLOBALG.A.P. and by PJRFSI
 - c. Communication of data updates to PJRFSI
 - d. The terms and conditions of the Sub-License and Certification Agreement
- 3.15. PJRFSI will register the Producer/Producer Group in the GLOBALG.A.P. database and for first registration will confirm the acceptance of the application and provide applicant with the GGN number within 28 calendar days from receiving the signed contract. The registration and acceptance process must be finalized before farm audit/QMS audit can take place.
- 3.16. The Food Safety Program Accreditation Manager or designee is responsible for monitoring and verifying the

progress of the Producer's certification program including but not limited to audit stage/type, audit/certification status, and timeline/due date performance for both Producer and Certification Body (PJRFSI) activities. To support these monitoring and verification activities, the Food Safety Program Accreditation Manager 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 Accreditation Manager or designee will ensure that the Producer 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-3gap) is received, The Food Safety Audit Program Coordinator (Scheduler) or designee assigns a GLOBALG.A.P. Farm Auditor or QMS Auditor that:
 - a. The Farm Auditor/QMS Auditor is registered in the GLOBALG.A.P. Directory as qualified to audit all applicable scopes and sub-scope(s);
 - b. The Farm Auditor/QMS Auditor has had no prior relationship with the Producer 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 Scheduler will contact the Producer's Management Representative to confirm tentative dates for the auditing activities. The Scheduler coordinates the desired dates with the availability of the assigned Farm Auditor/QMS Auditor. Often this process requires the Scheduler to contact the Producer and the Farm Auditor/QMS Auditor multiple times before mutually agreed upon dates can be scheduled for the auditing activities.
- 4.3. The Scheduler sends the Scheduled Audit Form to the Farm Auditor/QMS Auditor when the dates are confirmed and entered into PJView.
- 4.4. The Scheduler then sends the Producer an Audit Scheduling Acknowledgement form (#F-163fsi) or equivalent document for the Producer to sign and return by fax which indicates:
 - a. Producer's acceptance of the proposed audit dates and time;
 - b. Producer's acceptance of the proposed audit team whose background information is available upon request. The Producer has the right to object in writing to the appointment of any particular Farm Auditor/QMS Auditor or technical expert providing the objection is valid, i.e. employee of a competitor, personal differences, etc.
 - c. Producer'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 Farm Auditor/QMS Auditor (s) after approval by relevant Customer Service Personnel.

5. The Assessment Process

- 5.1. In order to achieve certification, a registered party must perform either a self-assessment (Option 1 and Option 1 Multisite without QMS) or internal farm audits/QMS audits (Option 1 Multisite with QMS and Option 2) and receive an external farm audits/QMS audits by PJRFSI.
- 5.2. The self-assessment or internal farm audit/QMS audit must be completed before the external farm audit/QMS audit by PJRFSI. Comments for all non-compliant and not applicable Major and Minor Must control points shall be supplied. In addition, comments shall be supplied for all Major Musts, unless otherwise indicated on the applicable checklist.
- 5.3. PJRFSI's external farm audit/QMS audit is not designed to affirm the safety and/or fitness of the Producer/Produce Group's products and/or services or that the Producer/Produce Group's is operating in accordance with all food safety regulations at all times.
- 5.4. The Announced farm audit/QMS audit may be divided into 2 modules, which shall be verified by the same farm auditor/QMS auditor. This system does not reduce the overall farm audit/ QMS audit duration (see

requirements regarding farm audit/QMS audit duration in scope-specific rules), but it will allow more efficient use of time on-site. The duration of the on-site module shall never be shorter than 2 hours.

- a. Off-site module: This consists of a desk review of documentation sent by the producer to the CB before the farm audit/ QMS audit, including the self-assessment, risk assessments, procedures required in several CPCC, analysis program(frequency, parameters, locations), analysis reports, licenses, list of medicines used, list of plant protection products used, proof of lab accreditation, certificates or farm audit/ QMS audit reports of subcontracted activities, plant protection products/fertilizers/medicines application records etc. The offsite module review has to be conducted no more than 4 weeks before the on-site module farm audit/QMS audit.
- b. On-site module: this consists of an on-site farm audit/QMS audit of the remaining content of the checklist, the production process on-site, and the verification of the information assessed off-site.
- 5.5. The Farm Auditor/QMS Auditor is responsible for creating an Audit Plan using the #F-184fs65-A Audit Plan Template and providing this plan to the Producer in advance of the farm audit/QMS audit.
- 5.6. The Farm Auditor/QMS Auditor will inspect the complete checklists (Major and Minor Must and Recommendations) of the applicable scope(s) and sub-scope(s). PJRFSI will conduct an announced external farm audit/QMS audit at the initial assessment and then thereafter once per vear. The farm audit/QMS audit will cover all accepted products, all registered product locations, and each registered product handling facility. and where relevant, the administrative sites.
- An opening meeting is held using the Opening Meeting Agenda found in the Auditor Workbook (#WBfs65). 5.7.
- 5.8. Control Points and Compliance Criteria consists of three types: Major Must, Minor Musts and Recommendations.
 - a. Major Must: 100% compliance of all applicable Major Must and QMS controls points is compulsory
 - b. Minor Must: 95% compliance of all applicable Minor Must control points is compulsory
 - c. Recommendations: No minimum percentage of compliance
- 5.9. For multiple day audits, the Farm Auditor/QMS 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 Farm Auditor/QMS Auditor holds a closing meeting using the Closing Meeting Agenda. At a minimum, the Farm Auditor/QMS Auditor leaves a copy of nonconformities with the Producer.

5.10. **Option 2 and Option 1 Multisite with QMS (SMART)**

- a. PJRFSI does not inspect all Producers/production sites, but just a sample. Therefore, the Producer is responsible for both an internal QMS audit and internal farm audit of each Producer/production sites and/or all product handling units. This must be completed before PJRFSI's initial and surveillance audits.
- b. For the initial evaluation by PJRFSI, the first visit will be an announced QMS audit and an announced farm audit to the minimum square root (or next whole number rounded upwards if there are any decimals) of Producer/production sites and square root of the total number of central product handling units registered shall be inspected while in operation before a new certificate can be issued (initial certification or for a transfer to PJRFSI).
- c. For the initial evaluation by PJRFSI, the second visit will be a surveillance farm audit to (minimum) 50% square root of Producers and/or (certified) production sites.

Option 2 and Option 1 Multisite with QMS (GFS) 5.11.

- a. PJRFSI does not inspect all Producers/production sites, but just a sample. Therefore the Producer is responsible for both an internal QMS audit and internal farm audit of each Producer/production sites and/or all product handling units. This must be completed before PJRFSI's initial and surveillance audits.
- b. For the initial evaluation by PJRFSI, the first visit will be an announced QMS audit and an unannounced farm audit to the minimum square root (or next whole number rounded upwards if there are any decimals) of Producer/production sites and square root of the total number of central product handling units registered shall be inspected while in operation before a new certificate can be issued (initial certification

or for a transfer to PJRFSI). Selection of the members/sites shall be based on the risk assessment carried out by PJRFSI. However, at least 45% of the sample shall be randomly selected from the actual number of member/sites.

- c. For the initial evaluation by PJRFSI, the second visit will be a surveillance farm audit to (minimum) 50% square root of Producers and/or (certified) production sites.
- d. Minimum 20% of members/sites that shall be audited during the certification cycle shall be audited unannounced. Unannounced audit means that there is no notification to the QMS or member/site before the audit takes place.
- e. In an Option 1 multisite with QMS or Option 2 scenario, producer group members/production site/PHU classified as high risk shall be included in an annual farm audit schedule and are not eligible for sampling. The products and product handling (if applicable) will need to be inspected annually.
- f. High-risk products include; but are not limited to:
 - fresh herbs, leafy greens, lettuce, romaine, spinach, arugula/rocket
 - berries
 - cantaloupe melons
- g. High-risk processes include:
 postharvest use of water/ice/steam
 preharvest and/or harvest activities where water touches the edible part of the product
 preharvest use of raw organic manure applied less than 60 days before harvest
- 5.12. 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.
- 5.13. The applicant must have records and PJRFSI must inspect them from registration date onwards, and for at least 3 months before the farm audit takes place.
- 5.14. Products that are harvested/processed (as part of IFA) before registration with GLOBALG.A.P. cannot be certified. Records that relate to harvest or produce handling before the Producer registration with GLOBALG.A.P. are not valid.
- 5.15. PJRFSI will inspect the complete checklist (Major and Minor Musts and Recommendations) of the applicable scope(s) and sub-scope(s) during ALL farm audits.

5.16. **PLANTS**

- a. The initial farm audit shall cover harvesting activities of each product to be included for certification, as well as produce handling if it is included. If the farm 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.
- b. The Producer 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.
- 5.17. The scheduler or appropriate designee seeks feedback from the Producer 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.
- 5.18. The Farm Auditor/QMS 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 Producer.

6. Audit Reporting and the Certification Decision

- 6.1. The Farm Auditor/QMS Auditor documents the results of the farm audit/QMS audit on the appropriate checklist that is uploaded to the GLOBALG.A.P. HUB.
- 6.2. The Farm Auditor/QMS Auditor will provide comments for all non-compliant and not applicable Major and Minor Must control points. In addition, comments shall be supplied for all Major Musts, unless otherwise indicated on the applicable checklist. The Farm Auditor/QMS Auditor will provide the calculation to show compliance (or non-compliance) must be available.
- 6.3. If there non-conformance(s) are detected during the farm audit/ QMS audit, the Farm Auditor/QMS Auditor will record them on the Producer Corrective Action Worksheet Report # F-212 and leave a copy with the Producer.
- 6.4. For an initial farm audit outstanding non-conformances shall be closed within 28 days after the date of the farm audit. If the producer does not comply, the status "open-non-conformance" is set in the GLOBALG.A.P. Database. If the non-conformances are not resolved within three (3) months, a complete inspection must be performed before a certificate can be issued.
- 6.5. For subsequent farm audits outstanding non-conformances shall be closed within 28 calendar days from the last day of the audit.
- 6.6. If the non-conformance is against a Major Must, the period given for compliance before suspension is applied will depend on the critically of the non-conformance in terms of safety of people, environment and consumers, evaluated by the Farm Auditor/ QMS Auditor carrying out all the farm audit/ QMS audit decision on the period for implementing corrective actions. PJRFSI shall make the decision on the period that is given (within the 28-day limit) to the Producer for closing out the Major Must non-conformance. No time is given for compliance where a serious threat to the safety of people, environment and consumer is present and a suspension is issued immediately.
- 6.7. If there is a food safety issue, this will be fast tracked to the PJRFSI technical reviewer who will decide on a shorter period of corrective action days than the regular 28-day period. This will be communicated via an official warning letter.
- 6.8. If the cause of the warning is not resolved within the period set (maximum of 28 days), a suspension is imposed.
- 6.9. The control points to be taken into consideration to calculate the percentage of compliance for Major and Minor Musts depend on the product and certification scope. A full checklist shall be completed internally and externally for each individual Producer (Option 1), for each Producer group member (Option 2) or for each site (Option-1 Multisite) farm audit.
- 6.10. In a multisite operation (without QMS), compliance level is calculated from the entire operation in one checklist. Any applicable control point common to all sites needs to be taken into account for all sites.
- 6.11. In a Producer group or multi-site with QMS, compliance level is calculated per Producer and/or PMU. Any applicable control point common to all Producers needs to be taken into account for all Producers.

Example: a Producer seeking certification for Fruit and Vegetables needs to comply with 100% of applicable Major Musts and 95% Minor Musts.

- 6.12. When all corrective action requests have been closed, the Farm Auditor/QMS Auditor submits the applicable GLOBALG.A.P. checklist and Completed Supplier Corrective Action Worksheet Report #F-212 to PJRFSI's Audit Support Assistant (ASA) or designee to forward to a Technical Reviewer for technical and grammatical review.
- 6.13. 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 Farm Auditor/QMS Auditor who carried out the evaluation may not serve as the Technical Reviewer.

- 6.14. 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 Farm Auditor/ QMS Auditor or Producer for resolution. As appropriate, the Technical Reviewer or other competent designee is responsible for any Farm Auditor/ QMS Auditor re-training.
- 6.15. Within 28 calendar days after closure of any outstanding non-conformances and based on a final review of the complete audit package, the technical reviewer renders a Certification Decision and documents it on the #F-67fs65.
- 6.16. If Certification is granted, PJRFSI's Food Safety Program Assistant or designee creates the electronic Certificate in the latest GLOBALG.A.P. format and executes certification in the GLOBALG.A.P. Directory. The Certificate is valid for twelve (12) months from the date the certification decision was taken minus 1 day. Delivery of the Certificate and other documents may be delayed until the Producer has paid all outstanding invoices.
- 6.17. PJRFSI will provide the final audit report including the completed audit checklist to the producer, at the latest by the time of the certification decision, where the country of destination is USA and/or Canada. Where the country of destination is not the USA and/or Canada, if any producer requests it, PJRFSI shall provide the full audit report including the completed audit checklist, within five working days after certification decision.
- 6.18. When certification is granted, PJRFSI's Food Safety Program Coordinator or designee also provides the Producer 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-01gap);
 - c. The grounds upon which Certification may be suspended or withdrawn and the requirements for undertaking Surveillance and Recertification Audits and their frequency (#SOP-01gap);
 - d. Appropriate use of the Certificate and Certification Marks (#SOP-03gap); and
 - e. The audit report.

7. Maintaining Certification: Surveillance and Recertification Audits

- 7.1. In order to maintain Certification, a Producer is required to:
 - a. attain the minimum compliance audit rating or greater; and
 - b. ensure all non-conformities are corrected within specified timeframes.
- 7.2. The registration of the Producer and the proposed products for the relevant scopes must be reconfirmed with PJRFSI annually before the expiry date. For the process of certification to be continued without interruption, the Farm Auditor/QMS Auditor must complete the full checklist and verification processes annually.
- 7.3. The subsequent farm audits/QMS audits can be done anytime during an "farm audit window" that extends over a period of 12 months: from 8 months before the original expiry date of the certificate, and (only if the CB extends the certificate validity in the GLOBALG.A.P. database) up to 4 months after the original expiry date of the certificate. There shall be a minimum of 6 months between 2 farm audit for recertification.
- 7.4. **PLANTS** the farm audit shall be done at a time when relevant agronomic activities and/or handling (but not only storage) are being carried out. Farm audit timing shall allow PJRFSI to gain assurance that all registered crops, even if not present at the time of farm audit, are handled in compliance with the certification requirements. Farm audit off-season or when the farming activities are minimal shall be avoided.
- 7.5. <u>PLANTS</u> when produce handling is included in the certification scope, the produce handling facility(ies) must be inspected when it is in operation at a frequency based on a risk assessment, but at least once every 2 years if the risk is classified as low risk. The risk assessment should take into account the product(s) being packed as well as the food safety incidents related to that product as well as any directive from GLOBALG.A.P. to look at specific points. PJRFSI must keep justification of the reason for the chosen farm audit frequency on record. This is applicable for Option 1 Producers.
- 7.6. When a Producer 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

Producer's due date in order to maintain certification.

- 7.7. 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.
- 7.8. For IFA SMART certification extensions can be given for justified reasons. For IFA GFS, three predefined reasons are accepted.
 - a. PJRFSI wants to observe a certain part of the production process because it is considered a high-risk process in terms of product safety, or because it involves a newly added product or process.
 - b. PJRFSI needs it because of resource restraints
 - c. The audit was not possible due to circumstances beyond PJRFSI/producer control

Option 2 and Option 1 Multisite with QMS (SMART)

7.9. For the subsequent evaluations by PJRFSI, a complete QMS audit and a farm audit to (minimum) square root of actual number of Producers/production sites. If no non-conformances detected from previous surveillance: announced farm audit to square root of actual number of Producer/production sites minus the number of Producers/production sites inspected during the previous (surveillance) farm audit.

Option 2 and Option 1 Multisite with QMS (GFS)

7.10. For the subsequent evaluations by PJRFSI, a complete QMS audit and a farm audit to (minimum) square root of actual number of Producers/production sites. If no non-conformances detected from previous surveillance: announced farm audit to square root of actual number of Producer/production sites minus the number of Producers/production sites inspected during the previous (surveillance) farm audit.

8. Unannounced Audits

- 8.1. During subsequent audits, a minimum of 10% of all certificate holders (both with QMS and without QMS) shall be audited unannounced. The calculation of the 10% shall be carried out for each scope and for each standard covered by the GLOBALG.A.P. general regulations (IFA Smart, IFA GFS, HPSS & PHA). These 10% unannounced audits are no longer counted as additional audits, but rather included in the original number of certification audits.
- 8.2. **IFA SMART:** PJRFSI will inform the Producer in advance of the intended visit. This notification will normally not exceed 48 hours (2 working days). In the exceptional case where it is impossible for the Producer to accept the proposed date (due to medical or other justifiable reasons), the Producer will receive one more chance to be informed of an unannounced surveillance farm audit. The Producer shall receive a written warning if the first proposed date has not been accepted. The Producer will receive another 48-hour notification of a visit. If the visit cannot take place because of non-justifiable reasons, a suspension of all products will be issued.
- 8.3. **IFA GFS:** There shall be no notification in advance of intended unannounced visit. If it is impossible for the producer to accept the proposed visit, the producer will receive one more chance at unannounced farm audit/QMS audit. The producer shall receive a written warning if the first proposed attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a suspension of all products will be issued. The unannounced visit shall take place during the recertification window, i.e., 4 months before the expiry of the certificate or during the 4-month extension of validity. The producer may nominate, during registration, a maximum of 15 days where they are unavailable for an unannounced audit.

9. Conditions for Suspending or Withdrawing Certificates

9.1. PJRFSI is responsible for initiating the suspension and withdrawal of the GLOBALG.A.P. Certificate.

9.2. Sanction

- a. When a non-conformance is detected, PJRFSI shall apply a sanction (Warning, Suspension of Product or Cancellation)
- b. If a clear link has been established between a producer and public health outbreak by a reputable governmental regulatory authority, suspension of the certificate shall be imposed while a review of the producer's certification is performed.

- c. Producers cannot change CB until the non-conformance that led to the respective sanction is satisfactory closed out.
- d. ONLY PJRFSI is entitled to lift it, provided there is sufficient evidence of corrective action (either through a follow up visit or other written or visual evidence).

9.3. Warning

- a. A warning is issued for all types of non-conformances detected.
- b. If there is a non-conformance detected during the farm audit/ QMS audit, the Producer must be served a warning when the farm audit/ QMS audit is finalized.
- c. For initial farm audits/QMS audits outstanding non-conformances shall be closed out with three months form the date of farm audit/ QMS audit.
- d. If the cause of the warning is not resolved within 3 months, a complete farm audit/ QMS audit must be performed before a certification can be issued.
- e. For subsequent farm audit/QMS audit non-conformances shall be closed within 28 days.
- f. If the non-conformance is against a Major Must, the period given for compliance before suspension is applied will depend on the critically of the non-conformance in terms of safety of people, environment and consumers, evaluated by the Farm Auditor/ QMS Auditor carrying out all the farm audit / QMS audit decision on the period for implementing corrective actions. PJRFSI shall make the decision on the period that is given (within the 28-day limit) to the Producer for closing out the Major Must mon-conformance. No time is given for compliance where a serious threat to the safety of people, environment and consumer is present and a suspension is issued immediately.
- g. If there is a food safety issue, this will be fast tracked to the PJRFSI technical reviewer who will decide on a shorter period of corrective action days than the regular 28-day period. This will be communicated via an official warning letter.
- h. If the cause of the warning is not resolved within the period set (maximum of 28 days), a suspension is imposed.
- 9.4. Product Suspension
 - a. If the cause of the warning is not resolved within the defined period (maximum of 28 days), a suspension shall be imposed by PJRFSI or the producer group on its members immediately.
 - b. PJRFSI can lift product suspensions imposed on producers and producer groups issued by them.
 - c. A suspension can be applied to one, several or all of the products covered by the certificate.
 - d. A product cannot be partially suspended for an individual Producer (single or multisite); i.e. the entire product must be suspended.
 - e. When the suspension is applied, PJRFSI shall set the period allowed for correction (not longer than 12 months).
 - f. During the period of suspension, the producer is prohibited from using the GLOBALG.A.P. logo/trademark, license/certificate or any other type of document that is in any way linked to GLOBALG.A.P. in relation to the suspended product.
 - g. If the producer notified PJRFSI that the non-conformance is resolved before the defined period, the respective sanction can be lifted after evaluation of evidence provided by the producer. This evaluation may take place on- or off-site. If done through an on-site farm audit/ QMS audit announced or unannounced it may be a full farm audit/ QMS audit or evaluating only the submitted evidence.
 - h. If the cause of the suspension is not resolved within the defined period, a cancellation is imposed.
 - i. The suspension remains as long as the CB or producer group does not lift it or impose a cancellation.
- 9.5. During the period of suspension, the Producer will be prohibited from using the GLOBALG.A.P. logo/trademark, license/certificate or any other type of document that is in any way linked to GLOBALG.A.P. in relation to the suspended product.
- 9.6. If a Producer notifies the CB that the non-conformance is resolved before the set period, the respective sanction will be lifted, subject to satisfactory evidence and closing out.
- 9.7. If the cause of the suspension is not revolved within the set period, a product cancellation is imposed.
- 9.8. PJRFSI suspends the GLOBALG.A.P. certificate where:
 - a. the Producer fails to have a required audit conducted according to their audit frequency except as justifiably allowed.
 - b. failure of the client to comply with PJRFSI's terms and conditions (i.e. nonpayment of fees)
 - c. non-compliance to certification protocol
 - d. pending complaint investigation

- e. major change to the site or its activities that require action
- f. a site visit raises doubt to the validity for the current certificate
- g. pending appropriate corrective action following an investigation into product recall and/or product withdraw
- h. failure to notify PJRFSI of significant changes to the company see @Section 10.1

9.9. PJRFSI Declared Suspension

- a. PJRFSI can issue and lift product suspensions to Producers and Producer Groups.
- b. Producer groups can issue and lift product suspension to their accepted Producer members.
- c. PJRFSI shall issue a suspension when a Producer/Producer Group cannot show evidence of implementation of effective corrective actions after a warning has been issued
- d. PJRFSI can issue a suspension for certain products or for all products of the certified product scope.
- e. After the suspension is applied, PJRFSI will set the period allowed for correction.
- 9.10. A cancellation of the contract shall be issued where:
 - a. PJRFSI finds evidence of fraud and/or lack of trust to comply with GLOBALG.A.P. requirements, or
 - b. A Producer/Producer Group cannot show evidence of implementation of effective corrective action after PJRFSI declares suspension, or
 - c. When there is a contraction non-conformance.
- 9.11. A cancellation in the contract will result in the total prohibition (all products, all sites) of the use of the GLOBALG.A.P. logo/trademark, license/certificate, or any device or document may be linked to GLOBALG.A.P.
- 9.12. A Producer that has received a cancellation shall not be accepted for GLOBALG.A.P. Certification within 12 months after the date of cancellation.

10. Producer Requirement to Notify PJRFSI of Special Situations

- 10.1. The Producer 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 Producer'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 Producer's GLOBALG.A.P. System or factors influencing the Producer's GLOBALG.A.P. System; and
 - j. a food safety incident (see @10.2).

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

- a. Business hours M-F, 9-5 EST: 248-519-2523;
- b. After hours and weekends: 248-648-0216
- c. Email: <u>foodsafety@pjrfsi.com;</u>
- 10.2. Following notification of a food safety event by the Producer, PJRFSI will notify GLOBALG.A.P. and any Accreditation Bodies, as necessary, within twenty-four (24) hours of any action PJRFSI intends to take to ensure the integrity of the certification.

- 10.3. When a certified Producer relocates its business premises, the Producer'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 @10.1. Where such changes may affect the conformity of the product(s) and/or the GLOBALG.A.P. certification, 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. The Farm Auditor/ QMS Auditor documents all nonconformities on the #F-212 (Corrective Action Worksheet for Special Audits) and supplies this summary worksheet to the Producer. The Producer, in turn, documents all corrective actions taken in the Producer sections of the #F-212 and submits it along with corrective action evidence to the Farm Auditor/ QMS Auditor for approval. Following approval of all corrective actions, the Farm Auditor/ QMS 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 Producer's certified status and amend their certification details as necessary.
- 10.5. The Producer 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 Producer 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 GLOBALG.A.P. Certification by Producer

When providing copies of any certification documents (certificates and audit reports) to interested parties, Producers shall reproduce those documents in their entirety or otherwise seek permission in writing from PJRFSI. Producers shall comply with the latest GLOBALG.A.P. 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 GLOBALG.A.P., any applicable accreditation bodies, and PJRFSI shall not be used by the Producer 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 Producer or a Producer 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. When a Producer or Producer group wants to change to PJRFSI, PJRFSI must as a first step for all applicants carry out a search in the GLOBALG.A.P. Database to verify the status before any further actions are taken.
- 12.2. Only Producers and Producer Groups registered in the database may change CBs. All Producers must first resolve any outstanding sanction(s) before being able to transfer to PJRFSI.
- 12.3. The existing GGN of the transferred Producer or Producer Group will remain, and double registration is not permitted.
- 12.4. PJRFSI must close the registration processes including entering into a Sublicense and Certification Agreement with the Producer/Producer Group before accepting the transfer.
- 12.5. Transfer of Producers between CBs can take place either:
 - a. When a Producer's or Producer Group certificate has expired (Producer Transfer) or
 - b. During a cycle when a Producer has a valid GLOBALG.A.P. Certificate (Certificate Transfer)

12.6. Producer Transfer

a. This type of transfer takes place after a certificate has expired and also if there is no binding service contract between the Producer and the outgoing CB.

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- b. The farm audit by PJRFSI must been seen as an initial farm audit or audit and the rules for Option 1 and 2 as set out in GLOBALG.A.P. General Regulations Part I must be followed.
- c. If the Date of Acceptance (signing of the Sublicense and Certification Agreement) and Date of Audit are AFTER the outgoing CB's certificate expiry date because it is only possible to inspect during harvest, there will be a period when the Producer does not have a valid certificate.
- d. If, however, the Date of Acceptance (signing of the Sublicense and Certification Agreement) and perhaps the Date of Audit are BEFORE the outgoing CB's certificate expiry date, the certification decision can only take effect as soon as the certificate expires.
- e. In this case the certification cycle of the Producer will remain the same as before.

12.7. Certificate Transfer

- a. This type takes place during a certification cycle and can only continue upon request and after approval from the GLOBALG.A.P. Secretariat.
- 12.8. Where a Certified Producer elects to transfer its Certificate to PJRFSI, PJRFSI's Food Safety Program Coordinator or designee as appropriate undertakes a pre-transfer review of the Producer'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 Farm Auditor/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 GLOBALG.A.P. audit remain confidential and the property of the Producer. Only with the Producer's written authorization will PJRFSI release audit data to any entity other than GLOBALG.A.P. 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 Producer in writing of such disclosure in a timely fashion.