



Perry Johnson Registrars Food Safety, Inc.

Harmonized GROUP GAP Certification Procedure

PJRFSI offers certification services to companies seeking HARMONIZED GROUP GAP certification. This procedure details from start to finish the life cycle of the HARMONIZED GROUP GAP 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. FS-1producegap – Food Safety Certification Questionnaire/Client Application
- 1.3. F-207 – PJRFSI Food Safety Quote Approval and Audit Duration Justification Checklist
- 1.4. FS-3GROUPgap – HARMONIZED GROUPGAP Certification Agreement
- 1.5. FS-3tc – Terms and Conditions
- 1.6. F-71fs65 – Certification Personnel Statement of Availability Form
- 1.7. F-163fsi – Audit Scheduling Acknowledgement Form
- 1.8. F-27fsi – Auditor Assignment Form
- 1.9. WBfs65gap – Auditor Workbook
- 1.10. Harmonized Produce GAP Checklist (latest edition)
- 1.11. GroupGAP Auditor Checklist
- 1.12. F-184fs65, #F-184fs65-A – Audit Plan Template and Site Plan
- 1.13. F-18fsi – Customer Satisfaction Survey
- 1.14. F-38fsi – Auditor Evaluation (Client Feedback Form)
- 1.15. F-67fs65 - Audit Package Review Form – Food Safety Programs
- 1.16. F-67fs65-A, Audit Report Review Form - Food Safety Programs
- 1.17. F-211 – Food Safety Programs Corrective Action Extension Request Form
- 1.18. F-212gap – GAP Corrective Action Worksheet Report
- 1.19. SOP-10 – Appeal Procedure
- 1.20. PJView – Perry Johnson Registrars Food Safety, Inc. client database and project management system

2. Definitions

- 2.1. Producer Harmonized GROUP – A person (individual) or business (individual or producer Harmonized 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 Harmonized 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 Harmonized GROUP GAP by PJRFSI is not a statement that PJRFSI guarantees the safety of the Producer Harmonized GROUP's products and/or services, or that the Producer/Producer Harmonized GROUP and the Producer Harmonized 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 Harmonized GROUP's food safety plans appear to have been implemented in accordance with HARMONIZED GROUP GAP 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 HARMONIZED GROUP GAP; and comply with applicable food legislation.
- 2.4. Harmonized GROUP GAP – a Producer Harmonized GROUP applies for Harmonized GROUP certification and the Harmonized GROUP, as a legal entity, will be the certificate holder once certified. A Harmonized GROUP must have a QMS implemented.
- 2.5. Technical Reviewer – individuals who are competent to review farm audit/ QMS audit results and render certification recommendations.
- 2.6. 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...”
- 2.7. 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

- 2.8. 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.

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-1producegap – 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 HARMONIZED GROUP GAP 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 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.
- 3.8. PJRFSI may conduct HARMONIZED GROUP GAP 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 HARMONIZED GROUP GAP 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 HARMONIZED GROUP GAP Certification Agreement (#FS-3producegap), PJRFSI's Terms and Conditions (#FS-3tc). The Applicant then completes, signs, and returns a copy of the Certification Agreement.
- 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 HARMONIZED GROUP GAP Certification Agreement and the Terms and Conditions. The Food Safety Program Coordinator or designee sends the Applicant, hereafter referred to as the Producer Harmonized GROUP. A summarized version of the certification procedure #SOP-01producegap. The applicable HARMONIZED GROUP GAP 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 HARMONIZED GROUP GAP certificate.

- 3.13. 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 PJRFSI
 - c. Communication of data updates to PJRFSI
- 3.14. 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.
- 3.15. 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-3Harmonized GROUPgap) is received, The Food Safety Audit Program Coordinator (Scheduler) or designee assigns a HARMONIZED GROUP GAP Auditor that:
 - a. The 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. Often this process requires the Scheduler to contact the Producer and the 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 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 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 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 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 a self-assessment which includes internal farm audits for all member, an internal QMS and central packhouse/storage (if applicable) audits and receive external farm audits and QMS and central packhouse/storage (if applicable) audits by PJRFSI.
- 5.2. The self-assessment or internal farm audit and QMS audit must be completed before the external farm audit and QMS audit by PJRFSI. Comments for all non-compliant and not applicable shall be supplied.
- 5.3. The 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 audit.

- 5.4. An opening meeting is held using the Opening Meeting Agenda found in the Auditor Workbook (#WBfs65).
- 5.5. 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 Producer.
- 5.6. **Certification Body Farm Sampling**
 - a. PJRFSI does not inspect all Producers, but just a sample. Therefore, the Producer Harmonized GROUP is responsible for both an internal QMS audit and internal farm audit of each Producer and/or all product handling units. This must be completed before PJRFSI's initial audit.
 - b. For the initial evaluation by PJRFSI, the first visit will be an QMS audit and a farm audit to the minimum square root (or next whole number rounded upwards if there are any decimals) of Farm 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.
- 5.7. Each production processes for products that are requested 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.
- 5.8. 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 requirements are verified and closed out.
- 5.9. 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 crop 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 grouping before the product(s) can be added to the certificate.
- 5.10. 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.
- 5.11. 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 Producer.

6. Audit Reporting and the Certification Decision

- 6.1. The Auditor documents the results of the audit on the appropriate checklist.
- 6.2. The Auditor will provide comments for all non-compliant and not applicable requirements.
- 6.3. If non-conformance(s) are detected during the audit, the Auditor will record them on the Producer Corrective Action Worksheet Report # F-212gap and leave a copy with the Producer.
- 6.4. For an initial farm audit outstanding non-conformances shall be closed within 3 months after the date of the farm audit. For subsequent farm audits outstanding non-conformances shall be closed within 30 calendar days from the last day of the audit.
- 6.5. When all corrective action requests have been closed, the Auditor submits the applicable HARMONIZED GROUP GAP checklist and Completed Supplier Corrective Action Worksheet Report #F-212gap to PJRFSI's Audit Support Assistant (ASA) or designee to forward to a Technical Reviewer for technical and grammatical review.
- 6.6. 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.

- 6.7. *Within 30 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.
- 6.8. If Certification is granted, PJRFSI's Food Safety Program Assistant or designee creates the electronic Certificate. 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.
- 6.9. 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-01groupgap);
 - c. The grounds upon which Certification may be suspended or withdrawn and the requirements for undertaking Surveillance and Recertification Audits and their frequency (#SOP-01groupgap);
 - 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. Recertification audit must take place PJRFSI annually before the expiry date. For the process of certification to be continued without interruption, the Auditor must complete the full checklist and verification processes annually.
- 7.2. 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.
- 7.3. 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.
- 7.4. The subsequent 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) 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.
- 7.5. 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 conducted anytime during the extension period. This is just a temporary extension and the re-audit window does not change for future audits.
- 7.6. For certification extensions can be given for justified reasons.
 - 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

8. Conditions for Suspending or Withdrawing Certificates

- 8.1. PJRFSI is responsible for initiating the suspension and withdrawal of the HARMONIZED GROUP GAP Certificate.
- 8.2. 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 Harmonized GROUP on its members immediately.
 - b. PJRFSI can lift product suspensions imposed on producers and producer Harmonized 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; 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 PJRFSI logo/trademark, license/certificate or any other type of document that is in any way linked to PJRFSI 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 audit announced or unannounced it may be a full 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 PJRFSI or Producer Harmonized GROUP does not lift it or impose a cancellation.

8.3. If a Producer notifies the PJRFSI that the non-conformance is resolved before the set period, the respective sanction will be lifted, subject to satisfactory evidence and closing out.

8.4. If the cause of the suspension is not resolved within the set period, the certification will be withdrawn.

8.5. PJRFSI suspends the HARMONIZED GROUP GAP 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 9

8.6. PJRFSI Declared Suspension

- a. PJRFSI can issue and lift product suspensions to Producers and Producer Harmonized GROUPs.
- b. Producer Harmonized GROUPs can issue and lift product suspension to their accepted Producer members.
- c. PJRFSI shall issue a suspension when a Producer/Producer Harmonized 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.

8.7. A withdraw shall be issued where:

- a. PJRFSI finds evidence of fraud and/or lack of trust to comply with HARMONIZED GROUP GAP requirements, or
- b. A Producer/Producer Harmonized GROUP cannot show evidence of implementation of effective corrective action after PJRFSI declares suspension, or
- c. When there is a contraction non-conformance.

9. Producer Requirement to Notify PJRFSI of Special Situations

9.1. 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 HARMONIZED GROUP GAP System or factors influencing the Producer's HARMONIZED GROUP GAP 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 HARMONIZED GROUP GAP 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: foodsafety@pjrfsi.com;**

- 9.2. Following notification of a food safety event by the Producer, PJRFSI will notify HARMONIZED GROUP GAP 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.
- 9.3. 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.
- 9.4. 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 HARMONIZED GROUP GAP 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 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 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 Producer's certified status and amend their certification details as necessary.
- 9.5. 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.
- 9.6. 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.

10. Promotions of HARMONIZED GROUP GAP 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 SOP-03PJRFSI issued and any additional requirements issued by PJRFSI regarding use of certification marks and promotion of certification. The proprietary names and logos of HARMONIZED GROUP GAP, 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.

11. Appeals

- 11.1. Appeals are handled in accordance with #SOP-10, PJRFSI's Appeal Procedure which is available upon request.

12. Confidentiality

- 12.1. 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 HARMONIZED GROUP GAP 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 HARMONIZED GROUP GAP 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.