



Perry Johnson Registrars Food Safety, Inc.

LEAF Marque Certification Procedure

PJRFSI offers certification services to companies seeking LEAF Marque certification. This procedure details from start to finish the life cycle of the LEAF Marque 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. LEAF Marque Manual (latest edition)
- 1.3. LEAF Marque Checklist(s)
- 1.4. FS-1gap.it – Food Safety Certification Questionnaire/Client Application
- 1.5. F-207 – PJRFSI Food Safety Quote Approval and Audit Duration Justification Checklist
- 1.6. FS-3leaf – LEAF Marque Certification Agreement
- 1.7. FS-3tc – Terms and Conditions
- 1.8. PFCleaf-AP – LEAF Marque Audit Package Component Identification Key
- 1.9. F-71fs65 – Certification Personnel Statement of Availability Form
- 1.10. F-163fsi – Audit Scheduling Acknowledgement Form
- 1.11. F-27fsi – Auditor Assignment Form
- 1.12. WB-LEAF Marque – Auditor Workbook
- 1.13. F-184fs65-A – Audit Plan Template
- 1.14. F-18fsi – Customer Satisfaction Survey
- 1.15. F-38fsi – Auditor Evaluation (Client Feedback Form)
- 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-211 – Food Safety Programs Corrective Action Extension Request Form
- 1.19. F-144 Transfer of Certification Body Checklist
- 1.20. SOP-10 – Dispute/Appeal Procedure
- 1.21. PJView – Perry Johnson Registrars Food Safety, Inc. client database and project management system
- 1.22. FS-213 – LEAF Marque Control Point Checklist

2. Definitions

- 2.1. Operation/Operation Group – A person (individual) or business (individual or Operation 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 Operation is initially referred to as the Applicant.
- 2.2. Scope of Certification – a description of the certification which is sought by the Operation/Operation 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. Individual Certification – The individual Operation applying for certification and will be certificate holder once certified.
 - 2.3.1 Baseline Certification Requirements: LEAF Marque Producer Groups shall hold a valid GLOBALG.A.P. Option 2 certificate (or an equivalent baseline certification standard accepted by LEAF Marque). Option 1 Multisite Producers, with or without a Quality Management System (QMS), shall hold the corresponding GLOBALG.A.P. Option 1 certificate (or an equivalent baseline certification standard accepted by LEAF Marque) before LEAF Marque certification activities can proceed.
- 2.4. Group Certification – an Operation Group applies for group certification and the group, as a legal entity, will be the certificate holder once certified
- 2.5. Option 2 Producer Group / Option 1 Multisite Producer with QMS – For LEAF Marque Option 2 Producer Groups and Option 1 Multisite Producers with a Quality Management System (QMS), the certified legal entity is the operator of the Quality Management System. The QMS operator is responsible for the implementation, maintenance, and effectiveness of the Quality Management System and is the legal entity holding the LEAF Marque certificate.
- 2.6. Producer(s) – Refers to the individual farm(s) or farmer(s) that are members of a LEAF Marque Option 2 Producer Group and are included within the scope of the certified Quality Management System.

- 2.7. **Site(s)** – Distinct production areas as defined in accordance with the adapted GLOBALG.A.P. definition: a production area (e.g., fields, plots, ponds, ranches, etc.) that is owned or rented and ultimately managed by one legal entity, where the same input factors are used. One site may contain several non-contiguous production areas and produce more than one product. All production sites included within the LEAF Marque certification scope shall be identified and registered.
- 2.8. **Technical Reviewer** – individuals who are competent to review 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-1leaf procedure, functions which may be completed by a designee will include the following references: “[position] or designee...” or “[position]/designee...”
- 2.10. **LEAF Marque Number** – Unique LEAF Marque number which is a unique identifier for all LEAF Marque activities.
- 2.11. **MyLeaf** – the online database program
- 2.12. **LEAF Marque requirements** are incorporated into PJRFSI documentation
- 2.13. **LEAF Marque Option 2 Producer Groups and Option 1 Multisite Producers** – The certification approach for LEAF Marque Option 2 Producer Groups and Option 1 Multisite Producers, with or without a Quality Management System (QMS), follows the corresponding GLOBALG.A.P. certification model. As a prerequisite for LEAF Marque certification, Option 2 Producer Groups shall hold a valid GLOBALG.A.P. Option 2 certificate, and Option 1 Multisite Producers, with or without a QMS, shall hold the corresponding valid GLOBALG.A.P. Option 1 certificate (or an equivalent baseline certification standard accepted by LEAF Marque).

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. The application form must include details of all products under management of the certified business (‘whole farm’ definition, see LEAF Marque System Rules 1.1), and in addition which of those products are also certified to a LEAF Marque approved baseline standard (including which standard).
- 3.4. Upon receipt of the signed application, PJRFSI’s Food Safety Sales Coordinator or designee trained in LEAF Marque 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. Transfers are handled in accordance with @Section 11 below.

- 3.8. PJRFSI may conduct LEAF Marque 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.
- 3.9. A pre-assessment is optional but encouraged for Operations, 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 LEAF Marque Certification Agreement (FS-3leaf), PJRFSI's Terms and Conditions (FS-3tc) and the LEAF Marque Certification and Sublicense Agreement. 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 LEAF Marque Certification Agreement and the Terms and Conditions. The Food Safety Program Coordinator or designee sends the Applicant, hereafter referred to as the Operation. The applicable LEAF Marque standard checklists; and as appropriate, any other guidance documents describing the audits or the certification process.
- 3.13. By registering, the applicant commits to comply with the following:
 - Compliance with the certification requirements at all times
 - Payment of the applicable fees established by LEAF Marque and by PJRFSI
 - Communication of data updates to PJRFSI
- 3.14. Prior to the audit the organization must register complete their LEAF Sustainable Farming Review (LSFR). The LSFR is a self assessment completed online at www.myleaf.uk.
 - If, while registering or updating certified business data, PJRFSI detects that any information supplied by the business is inconsistent with registration information previously provided or with the actual production situation, PJRFSI shall be responsible for working with the business to take all appropriate actions to ensure that the correct information is entered.
- 3.15. Registration of Option 1 Multisite Operations and Option 2 Producer Groups
 - Option 1 Multisite Operations may apply for LEAF Marque certification as a single member. The membership shall be registered in the name of the legal entity operating the sites. During the initial application and each renewal, the applicant shall provide PJRFSI with the current list of all sites included within the certification scope. Where applicable, only the legal entity operating the sites will be registered in MyLEAF. The total land area of all registered sites, including non-production areas, shall be used to determine the applicable LEAF Marque Royalty Fee, which forms part of the LEAF Marque Membership Fee.
 - For Option 1 Multisite Operations, the application shall be submitted following the registration process established by LEAF Marque. PJRFSI shall verify that the applicant has completed the applicable LEAF Marque membership and registration requirements prior to proceeding with certification activities.
 - Option 2 Producer Groups may apply for LEAF Marque certification as a Producer Group Member. The LEAF Marque Membership shall be registered in the name of the Producer Group Organisation. During the initial application and each renewal, the applicant shall provide PJRFSI with the current list of all producers included within the LEAF Marque certification scope. Where applicable, only the Producer Group Organisation will be registered in MyLEAF. For the LEAF Marque Royalty Fee, the applicable calculation shall be based on the square root of the number of registered producers.
 - For Option 2 Producer Group applications, the applicant shall submit the LEAF Marque membership application by emailing members@leaf.eco and shall not complete the online application, in accordance with the current LEAF Marque membership requirements. PJRFSI shall verify that the registration has been completed before proceeding with certification activities
 - For Option 1 Multisite applications, the applicant shall submit the LEAF Marque membership application by emailing members@leaf.eco and shall not complete the online application, in accordance with the current LEAF Marque membership requirements.

- 3.16. Applicants shall be provided with **a summary** of LEAF and LEAF Marque membership requirements,

applicable fees (including the LEAF Marque Royalty Fee, where applicable), and the LEAF Marque audit protocol as part of the certification documentation package. This information is provided through this procedure together with the applicable FS-3tc Terms and Conditions and other certification documents issued by PJRFSI..

- 3.17. The Food Safety Program Coordinator or designee is responsible for monitoring and verifying the progress of the Operation's certification program including but not limited to audit stage/type, audit/certification status, and timeline/due date performance for both Operation and Certification Body (PJRFSI) activities. To support these monitoring and verification activities, the Food Safety Program Coordinator or designee utilizes: the PFCleaf LEAF Marque Process Flow Chart and PJRFSI's database, PJView.
- 3.18. If the requirements for certification change at any time and need retroactive implementation, PJRFSI's Food Safety Program Coordinator or designee will ensure that the Operation is notified as soon as possible by the most appropriate means and that the new requirements.
- 3.19. As part of initial and subsequent application for LEAF Marque;
 - The certified business must complete a declaration regarding any current, pending, or past prosecutions relating to applicable regional and national laws and regulations in the previous 5 years.
 - For subsequent registrations/applications for renewal of certification the declaration must be for the previous 12 months or the period since the last declaration – whichever is longest
 - PJRFSI must request further information regarding the nature of any declared prosecutions including how the certified business has addressed the matter and include this information in consideration of LEAF Marque System Rules 3.6 to determine whether there is risk of disrepute to the LEAF Marque system.
 - For certified business' transferring from another CB, PJRFSI must review the information specified in section 12.

4. Scheduling Audits

- 4.1. Once the signed Certification Agreement (FS-3leaf) is received, The Food Safety Program Assistant/Scheduler or designee assigns a LEAF Marque Auditor that:
 - The Auditor is qualified to audit to the LEAF Marque standard
 - The Auditor has had no prior relationship with the Operation which would present a conflict of interest. The Auditor will confirm this by signing a F-71fs65 Certification Personnel Statement of Availability before completing the audit.
 - PJRFSI, as an approved LEAF Marque Certification Body, shall ensure that LEAF Marque Producer Groups and Multisite Operations are audited only within the scope of its approved LEAF Marque accreditation. PJRFSI shall also hold the necessary approval for the corresponding GLOALG.A.P. option applicable to the operation.
- 4.2. The Audit Program Coordinator (Scheduler) will contact the Operation's Management Representative to confirm tentative dates for the auditing activities. The Scheduler coordinates the desired dates with the availability of the assigned Auditor. Often this process requires the Scheduler to contact the Operation and the Auditor multiple times before mutually agreed upon dates can be scheduled for the auditing activities.
- 4.3. Audits can occur either at the same time as the LEAF Marque approved baseline certification system(s) audit (such as GLOBALG.A.P), or as a stand-alone audit.
- 4.4. The Scheduler sends the Scheduled Audit Form to the Auditor when the dates are confirmed and entered into PJview.
- 4.5. The Scheduler then sends the Operation an Audit Scheduling Acknowledgement form (F-163fsi) or equivalent document for the Operation to sign and return by fax which indicates:
 - Operation's acceptance of the proposed audit dates and time;
 - Operation's acceptance of the proposed audit team whose background information is available upon request. The Operation has the right to object in writing to the appointment of any particular Auditor or technical expert providing the objection is valid, i.e. employee of a competitor, personal differences, etc.
 - Operation's confirmation that all processes/procedures/activities will be ready by the proposed audit date.

- 4.6. 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 Prior to the audit the organization must register complete their LEAF Sustainable Farming Review (LSFR). The LSFR is a self assessment completed online at www.myleaf.uk.
- 5.2. For certified Producer Groups and Option 1 Multisite Operations, the LEAF Sustainable Farming Review (LSFR) shall be completed by the Producer Group Organisation or the Multisite Operation. The LSFR shall consider the practices and data from all producers or sites included within the LEAF Marque certification scope. Where provided by LEAF Marque, the applicable guidance and approved offline version of the LSFR may be used for this process.
- 5.3. The audit will take place by arrangement between PJRFSI and the Operation, at a time that enables an effective and representative audit. The business must have prepared all relevant documentation and records prior to an audit.
- 5.4. The Auditor is responsible for creating an Audit Plan using the F-184fs65-A Audit Plan Template and providing this plan to the Operation in advance of the audit.
- 5.5. An opening meeting is held using the Opening Meeting Agenda found in the Auditor Workbook (WBfs65).
- 5.6. Control Points consists of two types: Essential (E) and Recommendations (R).
- Essential: full compliance of all applicable is compulsory
 - Recommendations: preferable but not mandatory
- 5.7. For multiple day audits, the Auditor holds a daily wrap-up meeting with the management to discuss a summary of the findings of that day. On the last day of the Audit, the Auditor holds a closing meeting using the Closing Meeting Agenda. At a minimum, the Auditor leaves a copy of nonconformities with the Operation.
- 5.8. The scheduler or appropriate designee seeks feedback from the Operation by sending them the F-18fsi Customer Satisfaction Survey and F-38fsi Auditor Evaluation (Client Feedback Forms) within approximately two weeks from the last day of the onsite facility audit.
- 5.9. The Auditor and/or other PJRFSI personnel are allowed to explain findings and/or clarify the requirements but shall not give prescriptive advice or consultancy as part of the audit or the certification process. This does not preclude normal exchange of information with the Operation.
- 5.10. The verification/audit activities of PJRFSI are to be carried out at the respective registered production site(s) of the business and, to the extent relevant, at their relevant administrative sites.
- 5.11. For Option 1 Multisite Operations with a Quality Management System (QMS) and Option 2 Producer Groups, initial certification and subsequent recertification audits shall include an audit of the Quality Management System (QMS), using the applicable checklist, followed by on-site audits of a minimum sample equivalent to the square root of the number of registered producers or sites, as applicable.
- 5.12. This document establishes the certification requirements applicable to LEAF Marque Option 2 Producer Groups and Option 1 Multisite Producers, with or without a Quality Management System (QMS). Compliance with these requirements shall be verified through internal audits, where applicable, and external certification audits to ensure the effectiveness of the Quality Management System and continued conformity with the LEAF Marque Standard. For Option 1 Multisite Operations with a Quality Management System (QMS) and Option 2 Producer Groups, initial certification and subsequent recertification audits shall include an audit of the Quality Management System (QMS), using the applicable checklist, followed by on-site audits of a minimum sample equivalent to the square root of the number of registered producers or sites, as applicable.
- 5.13. For Option 1 Multisite Operations without a Quality Management System (QMS), all registered sites shall be inspected during the initial certification audit and all subsequent recertification audits.
- 5.14. The minimum audit protocol for a certification or recertification audit is defined as: A documentary review including review of management plans, policies, operating records, staff records etc., where required by the

standard to evidence conformance. With express agreement and understanding by the certified business of what documents are requested, and/or through review of documents included in the LEAF Sustainable Farming Review (LSFR), the documentary review may be completed in part or in full by the auditor prior to the on-site audit to allow all or part of the documentary review to take place off-site. However, further dialogue including feedback or clarifications with the certified business, and issuing of non-conformances, cannot be take place until the on-site audit has commenced. An off-site documentary review may not be completed more than 28 days prior to the onsite visit. Evidence and conformance outcomes relating to an offsite documentary review must be included in the audit report (12.5). All documentary reviews must be completed in accordance with sections 19. Confidentiality and 21. Data Protection Verification of the accuracy of LEAF Sustainable Farming Review (LSFR) data as required by the standard. A site tour to verify that the characteristics and practices described in the assessments and management plans required by the LEAF Marque Standard are accurate and are implemented. The site tour must include: Production area(s) for a minimum of one product per category included in the certified business' whole farm definition (fresh produce, combinable crops/cereals, flowers & ornamentals, livestock), and minimum of one product per production type (e.g. open field or protected cropping) Inspection of storage areas for agrochemicals (including plant protection products, organic and inorganic fertilisers), fuel, and waste materials (including wastewater storage and discharge). A sample of environmental features under the management control of the certified business, including (but not limited to) as woodland/trees, field margins, waterbodies. Habitat areas, areas with protected status or high conservation value, and locations inhabited by key/protected species must be included. A sample of environmental features under the management control of the certified business, including (but not limited to) as woodland/trees, field margins, waterbodies. Habitat areas, areas with protected status or high conservation value, and locations inhabited by key/protected species must be included. Any additional areas where management practices noted by the auditor during the documentary review can be observed to demonstrate conformance with a control point.

- 5.15. Where the baseline standard and LEAF Marque standard audit are performed during the same visit, the auditor may refer to and record the same objective evidence to demonstrate conformance with both standards, provided that the baseline requirements meet or exceed the LEAF Marque control points and accompanying verification points. the total duration of the visit must exceed any minimum audit duration set by the baseline standard, i.e. if the baseline standard requires a minimum audit duration of 5 hours, the duration of combined visit with the LEAF Marque audit must be greater than 5 hours, and will be increased further if the LEAF Marque audit scope includes products not in the scope of the baseline audit.
- 5.16. Where the baseline standard audit is not performed during the same visit as the LEAF Marque audit all relevant LEAF Marque control points must be audited in full. Neither prior assessment of corresponding baseline requirements, nor the baseline certification status of the certified business, may be used as evidence in the LEAF Marque audit. minimum audit duration is defined by the audit planning considerations set out in 11.6
- 5.17. An audit report must be prepared, recording at a minimum:
The name and address of the certified business, persons present representing the certified business, & their roles, at the opening and closing meetings. auditor(s) name, if a translator is used, their name and confirmation that they are independent of the certified business, the site(s) visited, the audit duration (including any off-site document review). Where the audit takes place during the same visit as the baseline certification audit this must be noted and the total duration visit recorded e.g. "2 hour off site documentary review, 5 hours onsite, combined visit [baseline standard name] + LEAF Marque", the conformance outcome for each Control Point (Conforms, Non-Conformance (for Advanced Control points, Recommendation), Not Applicable), a summary of the objective evidence recorded by the auditor to justify the conformity outcome for each control point and related verification points (including the evidence used to establish the stated Not Applicable criteria are met). The summary of evidence must: be directly relevant to the control point and related verification points of the LEAF Marque Standard, include sufficient information for a meaningful technical review, and to make the audit repeatable (e.g. document reference numbers, staff roles interviewed, location and description and/or photographs of site tour observations)
- 5.18. The certified business may request a copy of the audit report at the conclusion of the certification process, including any amendments made during the technical review.
- 5.19. An Audit Summary Form must be provided to the certified business at the conclusion of, or at latest 7 days from, the conclusion of the onsite audit, including:
 - the name & address of the certified business

- any Non-Conformances and the timescales for corrective evidence to be submitted
- any Recommendations
- the right of the certified business to request a copy of the audit report following the certification decision.

5.20. Corrective evidence submitted to the CB must be promptly reviewed within the deadline for closure of non-conformances (see System Rules 3.3, 3.4 and 3.5), to determine whether sufficient action has been taken to close any identified non-conformances.

Producer Groups and Multisite Operations

- 5.21. Prior to a LEAF Marque audit, the applicable baseline certification shall be verified. LEAF Marque Producer Groups shall hold a valid GLOBALG.A.P. Option 2 certificate, or an equivalent baseline standard accepted by LEAF Marque. Option 1 Multisite Producers, with or without a Quality Management System (QMS), shall hold the corresponding GLOBALG.A.P. Option 1 certificate, or an equivalent baseline standard accepted by LEAF Marque. For joint inspections, a LEAF Marque certificate shall not be issued until the applicable baseline certification has been granted.
- 5.22. GLOBALG.A.P. Option 1 certified producers are not eligible to be certified as a LEAF Marque Producer Group. There shall be only one Quality Management System (QMS) governing conformance to both GLOBALG.A.P. and LEAF Marque requirements within a Producer Group or an Option 1 Multisite Producer operation. The QMS shall be centrally administered, subject to regular management review, and externally audited on an annual basis.
- 5.23. The LEAF Marque Producer Group or Option 1 Multisite Operation shall identify and document the roles and responsibilities of personnel involved in the Quality Management System (QMS), for example through an organisational chart and documented job descriptions. Competent person(s) shall be appointed and assigned responsibility for, as applicable:
- a) Operation of the Quality Management System (QMS);
 - b) Compliance with LEAF Marque requirements;
 - c) Product traceability;
 - d) Training;
 - e) Management of the registered producers or sites, including the handling of questions, queries, complaints, appeals and sanctions; and
 - f) Implementation of Integrated Farm Management.
- 5.24. The LEAF Marque Producer Group shall maintain a written contractual agreement with each producer registered for LEAF Marque certification. Such agreement shall remain valid for a minimum period of one (1) year and shall include the producer's commitment to comply with the applicable LEAF Marque and baseline certification requirements, as well as the producer's consent to be subject to internal inspections, internal audits, and external audits conducted as part of the LEAF Marque certification process.
- 5.25. The LEAF Marque Producer Group may be a sub-set of the GLOBALG.A.P. Option 2 group, consisting of all producers where LEAF Marque certified products will be produced.
- 5.26. A LEAF Marque Multisite Operation may be a sub-set of the sites in a GLOBALG.A.P. Option 1 Multisite business, consisting of all sites where LEAF Marque certified products will be produced.
- 5.27. For Option 1 Multisite Operations with a Quality Management System (QMS) and Option 2 Producer Groups, PJRFSI shall conduct an annual audit of the QMS followed by on-site audits of a minimum sample equivalent to the square root of the number of registered producers or sites, as applicable. The sample shall take into account factors such as crops grown and/or animals reared, location, size of production site, volume supplied, internal inspector(s), previous audits, travel time and external influences.
- 5.28. For Option 1 Multisite Operations without a Quality Management System (QMS), all registered sites shall be inspected during the initial certification audit and all subsequent recertification audits.
- 5.29. The Quality Management System (QMS) shall implement LEAF Marque through documented policies and procedures.
- 5.30. The Quality Management System (QMS) shall ensure that LEAF Marque certified products are segregated from non-certified products and are fully traceable to the individual producers within the LEAF Marque

Producer Group or to the individual sites within the Option 1 Multisite Operation.

- 5.31. A minimum of one internal audit per year shall be conducted for each registered producer or registered site within the LEAF Marque Producer Group or Option 1 Multisite Operation with a Quality Management System (QMS). Internal audits may be performed by qualified personnel within the Producer Group or Multisite Operation, by a qualified external adviser or consultant, or subcontracted to an external verification body that is independent of the Certification Body. The annual internal audit shall be conducted against the current LEAF Marque Standard and shall be completed before the external audit performed by the Certification Body.
- 5.32. External audits shall be conducted annually. For LEAF Marque Producer Groups and Option 1 Multisite Operations with a Quality Management System (QMS), the Certification Body shall select a sample of registered producers or sites equivalent to a minimum of the square root of the total number of registered producers or sites, as applicable. The sample shall be selected taking into consideration, as applicable:
- a) variation in production techniques and environmental management;
 - b) products;
 - c) location;
 - d) size of production sites;
 - e) volume supplied;
 - f) internal inspector(s);
 - g) previous audit results; and
 - h) external influences,
- to ensure that a representative sample of the implementation and effectiveness of the Quality Management System (QMS) is achieved.

Where the producers or sites included in the LEAF Marque Producer Group or Option 1 Multisite Operation are a subset of a larger GLOBALG.A.P. certified group or business, the sample size shall be calculated using only the number of producers or sites registered for LEAF Marque certification. For example, if the GLOBALG.A.P. Producer Group consists of 100 producers but only 36 are registered for LEAF Marque certification, the Certification Body (CB) shall audit a minimum sample of six (6) LEAF Marque producers.

- 5.33. If the producers in the LEAF Producer Group are a subset of a larger group the calculation is based on the number in the LEAF Producer Group (for example, if the GLOBALG.A.P. group is 100, PJRFSI completes 10 producer inspections, if the LEAF Producer Group is 36 of the 100 then the PJRFSI will complete 6 LEAF Marque inspections).
- 5.34. If a Producer Group or Option 1 Multisite Operation adds more than 10% of registered producers or registered hectares within a calendar year, PJRFSI shall conduct an additional external audit to verify the continued effectiveness of the Quality Management System (QMS). The audit shall be planned in accordance with the applicable LEAF Marque risk assessment requirements and the current LEAF Marque System Rules.

Audit Reporting and the Certification Decision

- 5.35. The Auditor documents the results of the audit on the appropriate checklist.
- 5.36. The Auditor will provide comments for all control points. The audit report must be uploaded on myLEAF within 7 working days (excluding Saturdays, Sundays and Public Holidays in England), regardless of certification decision. All non-conformances (NC) and Not-Applicable (N/A) must be recorded.

If non-conformance(s) are detected during the audit, the Auditor shall record them on the LEAF Marque Control Point Checklist Report (FS-213) and leave a copy with the Operation..

- 5.37. For an initial inspection, outstanding non-conformances shall be closed within three (3) months from the date of the audit. Certification shall not be granted until evidence of corrective actions has been reviewed and approved by the Certification Body (CB). Where required by the LEAF Marque System Rules, a complete follow-up audit shall be performed before a certificate is issued.

- 5.38. For subsequent inspections outstanding non-conformances shall be closed within 28 calendar days from the last day of the audit.
- 5.39. When all corrective action requests have been closed, the Auditor submits the applicable LEAF Marque checklist and Completed LEAF Marque Control Point Checklist FS-213 to PJRFSI's Audit Support Assistant (ASA) or designee to forward to a Technical Reviewer for technical and grammatical review.
- 5.40. 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.
- 5.41. In cases where the Technical Reviewer rejects the audit package, s/he or the Food Safety Program Coordinator or designee is responsible for contacting the Auditor or Operation for resolution. As appropriate, the Technical Reviewer or other competent designee is responsible for any Auditor re-training.
- 5.42. If Certification is granted, PJRFSI's Food Safety Program Assistant or designee creates the electronic Certificate in the latest LEAF Marque format and executes certification in the LEAF Marque Directory. The Certificate is valid for twelve (12) months from the date the certification decision. Delivery of the Certificate and other documents may be delayed until the Operation has paid all outstanding invoices.
- 5.43. LEAF Marque certificates will list a business' certified products. LEAF Marque certification is a whole farm approach, and all of a business' products must be included within an audit and listed on the certificate. In exceptional circumstance where the exemption criteria stated in the LEAF Marque Standard is met, a business' product may not be listed on the certificate. However, the product cannot be marketed as LEAF Marque certified and must comply with the LEAF Marque Standard and LEAF Product List.
- 5.44. As a result of the technical review clarification or further information may be requested from the auditor, and conformance outcomes may be amended. In such cases the certified business must be informed, including any further required actions by them including submission of further information or corrective evidence required for a certification decision to be completed.
- 5.45. When certification is granted, PJRFSI's Food Safety Program Coordinator or designee also provides the Operation with:
- At least one paper copy of the Certificate (provided by the Certificate Dept.);
 - A statement detailing the duration of the Certification (certificate expiry date and SOP-01leaf);
 - The grounds upon which Certification may be suspended or withdrawn and the requirements for undertaking Surveillance and Recertification Audits and their frequency (SOP-01leaf) ;
 - Appropriate use of the Certificate and Certification Marks (SOP-03); and

6. Maintaining Certification: Surveillance and Recertification Audits

- 6.1. In order to maintain Certification, a Operation is required to:
- attain the minimum compliance audit rating or greater; and
 - ensure all non-conformities are corrected within specified timeframes.
- 6.2. The registration of the Operation 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 Auditor must complete the full checklist and verification processes annually.
- 6.3. The subsequent the audit can take place 4 months prior to or after the certificate 'valid to' date. The certification cycle would remain the same regardless of the audit date. If the Operation wishes to align their LEAF Marque audit with a LEAF Marque approved baseline certification system audit, the LEAF Marque audit can take place at any point prior to the 'valid to' date (see also 3.1). The Operation can also have different certification cycles for different certification systems.
- 6.4. When a Operation has undergone a change in location or in their operations including an expanded scope of certification (including products and processes), PJRFSI determines whether an audit is required prior to the

Operation's due date in order to maintain certification.

- 6.5. If the Operation recertification audit is due but the site is inaccessible due to COVID-19 restrictions, PJRFSI conducts a risk assessment to determine the risk to food safety and the Operation LEAF Marque certification by extending the certificate. The Scheduler sends the Operation the FS-228gap to fill out and send back. A two hour risk assessment is then scheduled with an approved LEAF Marque auditor.
- 6.6. The auditor documents the information from the risk assessment information and conversation with the site on the FS-229. A risk level (e.g. low/ high) is assigned for determining certificate extension. Examples of low and high-risk levels:
- Low. PJRFSI approves a (6) month extension to the current certificate
 - High. PJRFSI will not extend the certificate. Current certificate will expire if recertification audit cannot take place.
 - Other. More information is requested from the Operation.
- 6.7. 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 conducted anytime during the extension period. This is just a temporary extension and the re-audit window does not change for future audits.
- 6.8. PJRFSI shall be responsible for carrying out the registration, verification/audit, and certification activities in conformance with the relevant normative documents as specified in this Agreement.
- 6.9. PJRFSI may decline a registration of, or continuation of, a contract with a business where fundamental or demonstrated reasons exist, such as the certified business participating in illegal activities, having a history of repeated non-compliances with certification/product requirements, or similar certified business-related issues.

7. Conditions for Suspending or Withdrawing Certificates

- 7.1. PJRFSI is responsible for initiating the suspension and withdrawal of the LEAF Marque Certificate.
- 7.2. PJRFSI has the right to immediately suspend or withdraw a LEAF Marque certificate if it receives information – from audits, surveillance, or any reliable sources – that indicates any of the following:
- The business is not maintaining the requirements of the LEAF Marque Standard
 - The business' baseline system certification is suspended or withdrawn
 - Any regional or national laws have been broken
 - Requirements and legislation requiring food safety have not been achieved
 - False or misleading statements were made on the application and/or renewal documentation, during an audit or any other communication. This may lead to exclusion from future membership.
- 7.3. During the period of suspension, the Operation will be prohibited from using the LEAF Marque logo/trademark, license/certificate or any other type of document that is in any way linked to LEAF Marque in relation to the suspended product.
- 7.4. PJRFSI has the right to refuse, withdraw or amend the certification status of a member when it considers that it is necessary to do so to prevent the LEAF Marque System from being brought into disrepute.

8. Operation Requirement to Notify PJRFSI of Special Situations

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

- i. changes in the Operation's LEAF Marque System or factors influencing the Operation's LEAF Marque System;
- 8.2. When a certified Operation relocates its business premises, the Operation's Certificate is no longer valid until a successful Recertification Audit of the new premises as conducted.
- 8.3. PJRFSI reserves the right to conduct special audits during the course of the certification period, and as needed in response to changes/incidents as described in @9.1. Where such changes may affect the conformity of the product(s) and/or the LEAF Marque certification, PJRFSI's Food Safety Program Accreditation Manager or designee as appropriate determines whether the announced changes require further investigation and schedules a special audit as necessary. The Auditor documents all nonconformities on the FS-213 (LEAF Marque Control Point Checklist for Special Audits) and supplies this summary worksheet to the Operation. The Operation, in turn, documents all corrective actions taken in the Operation sections of the FS-213 and submits it along with corrective action evidence to the Auditor for approval. Following approval of all corrective actions, the Auditor submits the worksheet and corrective action evidence to the Audit Support Assistant or appropriate designee so that the special audit package may undergo technical review for final approval of corrective actions and a recommendation to maintain the Operation's certified status and amend their certification details as necessary.
- 8.4. The Operation must not promote products, processes, and/or facilities/sites which have not been covered in the scope of certification as audited and approved by PJRFSI. Unauthorized promotion will result in the withdrawal of the Certificate.
- 8.5. Where Operation fails to notify PJRFSI of any of the above changes, PJRFSI may accordingly suspend or withdraw, as deemed appropriate, the Certificate and reserves the right to retroactively invalidate the Certificate effective as of the date the change occurrence.

9. Promotions of LEAF Marque Certification by Operation

When providing copies of any certification documents (certificates and audit reports) to interested parties, Operations shall reproduce those documents in their entirety or otherwise seek permission in writing from PJRFSI. Operations shall comply with the latest LEAF Marque 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 LEAF Marque, any applicable accreditation bodies, and PJRFSI shall not be used by the Operation in any manner which could be misconstrued or defamatory to the respective parties and/or parties' brands. Any misuse of these proprietary names or logos by a certified Operation or a Operation seeking certification shall be reported to the interested parties and responded to with appropriate actions by PJRFSI. PJRFSI must cooperate with LEAF Marque in relation to investigations of complaints or incidents relating to PJRFSI and/or certified businesses with a current contract with PJRFSI.

10. Conditions for Change of Certification Body (Transfers)

- 10.1. When an Operation wants to change to PJRFSI, PJRFSI must as a first step for all applicants carry out a search in the LEAF Marque Database to verify the status before any further actions are taken.
- 10.2. Operations can change CBs at any time but should inform PJRFSI of any previous certification and membership information. A review of this information must be completed before the certificate status can be confirmed and transferred. PJRFSI has the right to reject the transfer application if there are outstanding non-conformances still to be rectified or any other certification or membership conditions which have been imposed which prevent the application from being accepted. Non-conformances must be resolved, and any corresponding conditions must be accepted by both the previous and new CB before a transfer can take place.
- 10.3. The existing LEAF Marque Membership Number of the transferred Operation will remain, and double registration is not permitted.
- 10.4. Where a Certified Operation elects to transfer its Certificate to PJRFSI, PJRFSI's Food Safety Program Coordinator or designee as appropriate undertakes a pre-transfer review of the Operation's certification status and fills out the F-144 Transfer of Certification Body Checklist. The organization must include a copy of the most

recent certificate issued by the previous CB, and details of any product or certificate suspensions or withdrawals as a result of nonconformance with the LEAF Marque Standard or other normative documents

- 10.5. Following a transfer any remaining certified period and the products certified must be registered via certify online by PJRFSI, although the certification itself remains the responsibility of the previous CB until its expiry or withdrawal. On completion of a certification decision by PJRFSI, the previous certification becomes invalid.

11. Disputes and Appeals

- 11.1. Disputes and appeals are handled in accordance with SOP-10, PJRFSI's Dispute/Appeal Procedure which is available upon request. PJRFSI will notify LEAF Marque of any appeals within 5 days.

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 LEAF Marque audit remain confidential and the property of the Operation. Only with the Operation's written authorization will PJRFSI release audit data to any entity other than LEAF Marque except when mandated by law, statute, or the regulations of accreditation bodies. In the event that disclosure of such information is required by law or statute, PJRFSI will disclose the information as required and inform the Certified Operation in writing of such disclosure in a timely fashion.
- 12.2. LEAF Marque shall make appropriate arrangements to safeguard the confidentiality of the information obtained or created during the performance of its activities at all levels of its structure, including committees and external bodies or individuals acting on behalf of LEAF Marque.
- 12.3. Information about a legal entity or individual shall not be disclosed to a third party without written consent of the CB or legal entity concerned, unless required in this Agreement.
- 12.4. The CB shall make appropriate arrangement to safeguard the confidentiality of the information obtained or created during the performance of its activities at all levels of its structure, including committees and external bodies or individuals acting on behalf of the CB.
- 12.5. The CB shall inform all involved Parties involved, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by LEAF Marque, is considered confidential.
- 12.6. The CB shall not disclose information about a particular certified business or individual to a third party without written consent of the business concerned, unless required by this Agreement.

11.0 Intellectual Property

11.1 The Standards (LEAF Marque Standard and any other Standard developed by LEAF Marque), and all associated documents, shall be the sole property of LEAF Marque.

11.2 All Intellectual Property Rights and other property rights of whatever nature in or relating to, or existing or arising or derived from, the Standards, all documentation provided by LEAF Marque and all associated documentation, shall remain vested in LEAF Marque or LEAF "the Charity". The CB agrees that it shall not acquire any rights in relation thereto except for the performance of its obligations under this Agreement.

11.3 Both Parties undertake not to disclose any information contained within this Agreement, not any confidential information, to any party without prior written consent of the other Party.

13. Data Protection

12.1 The Parties shall comply, at all times, with the provisions and obligations in accordance with General Data Protection Regulations (UK Data Protection Act 2018). The Parties agree that for the purposes of this Agreement, the CB is a Processor and LEAF Marque is a Controller, each have the definitions as specified in the UK Data Protection Act 2018.

12.2 Where the CB is established in a member state of the European Union or in the European Economic Area

(EEA), it shall appoint a Data Protection Officer in accordance with the General Data Protection Regulation (GDPR) (EU) 2016/679 and with the respective national law provisions

12.3 Where the CB is established outside the European Union or the EEA, it shall designate an equivalent if applicable.

12.4 All Personal Data (any information concerning the personal or material circumstances of an identified or identifiable person) which is collected, processed or used shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the Data Subject's (the individual which this data identifies) providing prior consent.

12.5 The CB shall conform with all reasonable requests by LEAF Marque and its assessors/auditors, internal or external, and representatives who are subject to reasonable and appropriate confidentiality undertakings being given by LEAF Marque or its representatives to assess during the CB's normal business hours the CB's Data Collecting (acquisition of data on the Data Subject), Data Processing (the recording, alteration, transfer, blocking and erasing of personal data) and Data Use (use of personal data other than processing) activities, facilities, processes and procedures, documents, resources and equipment used solely for the purpose of this agreement to enable LEAF Marque to verify that the CB is complying fully with its Data Protection obligations under this Agreement. For these purposes, the CB shall allow LEAF Marque or its representatives access to the premises that it occupies or other locations under its contract at which any personal data is being held and processed for the purposes of fulfilling its obligations under this Agreement to enable such assessment to be carried out

12.6 The CB shall provide LEAF Marque with full cooperation and assistance to ensure that the CB complies with its requirements and obligations in accordance with Data Protection Regulations without limitation by:

12.7 Notifying LEAF Marque within 5 working days if it receives a subject access request from a Data Subject to have access to their Personal Data and at the same time providing full details and a copy of such request.

12.8 Notify LEAF Marque within 5 working days of any complaint received from a Data Subject about the processing of their Personal Data and at the same time providing full details and a copy of the complaint.

12.9 Providing reasonable assistance to LEAF Marque in dealing with or responding to any subject access request of any complaint referred to in 18.6.1 or 18.6.2.

12.10 Providing LEAF Marque within 5 working days of the date of such a request with any Personal Data that it holds to enable LEAF Marque to respond to requests received by LEAF Marque from Data Subjects.

12.11 The CB will promptly and properly deal with and respond to all reasonable requests and inquiries made by LEAF Marque relating to its Data Processing of Personal Data which is subject to this Agreement.

12.12 Without prejudice to the other provisions of this Agreement, the CB shall take all reasonable precautions to preserve the integrity and prevent any corruption, loss, damage or destruction of Personal Data, which is subject to this Agreement.

12.13 In the event of termination of this Agreement, the CB shall, when directed to do so by LEAF Marque, erase or return all information and Personal Data, which are subject to this Agreement and all copies of any part of the information. This does not apply to those Personal Data, which are subject to legal retention periods. Where data is erased, a Destruction Certificate shall be provided to LEAF Marque.

12.14 All Personal Data acquired by CB shall only be used for the purposes of this Agreement.