



GLOBALG.A.P. General Regulations

Rules for Individual Producers

ENGLISH VERSION 6.0_SEP22

VALID FROM: 1 OCTOBER 2022

OBLIGATORY FROM: 1 JANUARY 2024*

*Date on which IFA v6 GFS requirements become obligatory depends on GFSI recognition and will be confirmed

TABLE OF CONTENTS

1	INTRODUCTION	3
2	TERMINOLOGY	4
2.1	Normative and obligatory documents	4
2.2	Normative and obligatory documents control	5
3	CERTIFICATION OPTIONS	6
3.1	Options 1 and 3 – individual certification	6
3.2	Options 2 and 4 – group certification	6
4	INDIVIDUAL PRODUCER REQUIREMENTS	6
4.1	Legality	6
5	REGISTRATION WITH THE CB	7
5.1	Scope	7
5.2	Registration process	7
6	AUDIT PROCESS	9
6.1	Self-assessments	10
6.2	CB audits	10
6.3	Initial and subsequent CB audits	11
7	CERTIFICATION PROCESS	12
7.1	Requirements for achieving GLOBALG.A.P. certification	12
7.2	GLOBALG.A.P. certificate	13
7.3	Certificate validity extension	14
7.4	Requirements for maintaining GLOBALG.A.P. certification	14
8	ADDITIONAL REQUIREMENTS FOR IFA V6 GFS	17
8.1	Replacements	17

1 INTRODUCTION

This document, part of the GLOBALG.A.P. general regulations (GR), applies to the Integrated Farm Assurance version 6 Smart (IFA v6 Smart) edition, the Integrated Farm Assurance version 6 GFS (IFA v6 GFS) edition, the Harmonized Produce Safety Standard (HPSS), and the Produce Handling Assurance (PHA) standard.

The rules described in this document are for individual producers with or without several production sites (multisite) where a QMS is not implemented.

Rules for benchmarked schemes/checklists are explained in the GLOBALG.A.P. benchmarking regulations.

The term “shall” is used throughout the GLOBALG.A.P. normative documents to indicate mandatory provisions.

Legislation relevant to principles and criteria (P&Cs) more demanding than GLOBALG.A.P. requirements overrides the GLOBALG.A.P. requirements. Where there is no legislation (or legislation is not so strict), GLOBALG.A.P. requirements provide a minimum acceptable level of compliance. Compliance with all applicable legislation is not in itself a condition for certification. The audit carried out by the GLOBALG.A.P. approved certification body (CB) does not replace public compliance agencies’ responsibilities to enforce legislation. Existence of legislation relevant to a specific P&C does not change the level of that P&C to Major Must. The P&C levels shall be kept as defined in the P&C documents and checklists approved and published on the GLOBALG.A.P. website (www.globalgap.org).

Definitions of terminology used in the GLOBALG.A.P. GR and P&Cs are available in the GLOBALG.A.P. glossary.

Annexes referenced in the P&Cs are guidelines. Guidelines referenced in the P&Cs to guide producers to comply with the requirements are *not* normative documents.

Only products included in the GLOBALG.A.P. product list, published on the GLOBALG.A.P. website (www.globalgap.org), may be registered for certification. The GLOBALG.A.P. product list is not limited and may be extended based on demand. Requests to add new products to the product list may be sent to the email address standard_support@globalgap.org with the following information:

- a) Product
- b) Scientific name
- c) Any additional information (e.g., cultivation, use, alternative names, pictures). This can be supplied via a website link as well.

GLOBALG.A.P. approved CBs or verification bodies (VBs) do not assume any responsibility with respect to any producer's compliance with applicable legislation. No audit, assessment, or certification performed by the CBs (or VBs), or any other action performed by FoodPLUS GmbH or by the CBs (or VBs) aims at certifying legislative compliance of the producer but only compliance with the GLOBALG.A.P. P&Cs.

GLOBALG.A.P. approved CBs (or VBs) do not assume any warranty or responsibility and are therefore not legally liable for:

- a) The safety of the product originating from production processes certified under a GLOBALG.A.P. standard
- b) The accuracy and completeness of the data in the GLOBALG.A.P. IT systems, even if entered by the GLOBALG.A.P. approved CB (or VB)

- c) Any violations of applicable legislation, other standards, or best practices through the GLOBALG.A.P. standard chosen and applied by the producer

The choice and application of a GLOBALG.A.P. standard is made at the sole discretion and responsibility of the respective producer. It is the responsibility of the producer to ensure that the GLOBALG.A.P. standard is suitable for the producer's processes and does not cause any negative consequences (especially damages) for the producer or any third party.

Accordingly, FoodPLUS GmbH, its employees, and its agents cannot be held liable for any losses, damages, charges, costs, or expenses of whatever nature (including consequential losses) that any producer may suffer or incur by reason of or arising directly or indirectly from complying with a GLOBALG.A.P. standard or the administration by FoodPLUS GmbH, its employees, or its agents or the performance of their respective obligations in connection with such GLOBALG.A.P. standard. This does not apply to the extent that such loss, damages, charges, costs, or expenses arise as a result of the finally and judicially determined gross negligence or willful default of such person (for the avoidance of doubt, this restriction does not constitute an independent basis for a claim).

2 TERMINOLOGY

According to the terminology of ISO 17065, the term audit/auditor should be used for evaluation of management systems and the term inspection/inspector should be used for process evaluation. For the sake of simplicity, in this document:

- Whenever the term “CB auditor” is used, it shall refer to a CB farm auditor or CB QMS auditor.
- Whenever the term “CB audit” is used, it shall refer to a CB farm audit or CB QMS audit.
- Whenever the term “internal auditor” is used, it shall refer to an internal farm auditor or internal QMS auditor.
- Whenever the term “internal audit” is used, it shall refer to an internal farm audit or internal QMS audit.
- Whenever the term “producer” is used, it shall refer to persons (individuals) or businesses (companies, individual producers, or producer groups) that are legally responsible for the production processes and the products of the respective scope, sold by those persons or businesses.
- The terms “certified producer” and “certified production site” will be used. However, producers and production sites are not certified but their production processes are certified.
- “Certified product” refers to a product originating from a certified production process.

2.1 Normative and obligatory documents

The following normative documents (and any other documents released as normative or obligatory) are relevant to all applicants (producers applying for certification) and GLOBALG.A.P. certificate holders:

- a) GLOBALG.A.P. sublicense and certification agreement: contract between the CB and the producer. Sets legal framework for being granted GLOBALG.A.P. certification.
- b) GLOBALG.A.P. license and certification agreement: contract between the CB and GLOBALG.A.P. c/o FoodPLUS GmbH

- c) GLOBALG.A.P. principles and criteria (P&Cs): documents that set the compliance requirements for producers.
 Note: Guidelines referenced in the P&Cs to guide producers to comply with the requirements are *not* normative documents.
- d) GLOBALG.A.P. checklists:
 - For farm audits
 - For quality management system (QMS) audits (requirements for producer groups and multisite producers with QMS)
- e) National interpretation guidelines (NIGs): guidelines that clarify and adapt the P&Cs to the relevant country. Only available for countries where approved by the respective technical committees. NIGs become obligatory for use as soon as they are approved and published.
- f) GLOBALG.A.P. general regulations (GR; this document and accompanying parts, e.g., rules for producer groups and multisite producers with QMS, rules for certification bodies): regulations that define how the certification process works as well as the requirements for quality management systems and related issues
- g) GLOBALG.A.P. scope-specific rules (e.g., rules for plants scope, rules for aquaculture scope): regulations that define how the certification process works for each specific scope
- h) Technical news and normative updates issued by the GLOBALG.A.P. Secretariat and published on the GLOBALG.A.P. website (www.globalgap.org)

2.2 Normative and obligatory documents control

- a) The latest versions of all normative documents can be downloaded free of charge from the GLOBALG.A.P. website (www.globalgap.org).
- b) Language: Original documents are in English. Normative documents are translated into selected languages and published on the GLOBALG.A.P. website. Once published, these official GLOBALG.A.P. documents are the only ones that shall be used for certification in that language. In the case of a discrepancy between translations, the English version shall prevail.
- c) Changes to documents:
 1. Normative documents are identified with a unique document code, version number, and date.
 2. The date in the version name indicates the date of publication of the document.
 3. Version number: A change in the first digit (e.g., change from 5.0 to 6.0) indicates changes in the requirements and a version change. A change in the second digit (e.g., change from 6.0 to 6.1) indicates a version update. A change in other digits (e.g., change from 6.0 to 6.0-1) indicates an edition update.
 4. Updates can be made independently in the GR and P&C documents.
 5. It is the responsibility of the CBs to inform their clients of all version and edition changes and updates.
 6. Version and edition updates are summarized and indicated in the version/edition update register at the end of a document. Version changes are summarized and published separately.

3 CERTIFICATION OPTIONS

To determine which rules are applicable, one of the following options shall be chosen:

3.1 Options 1 and 3 – individual certification

3.1.1 Single site producer

- a) An individual producer (single legal entity) applies for certification to a GLOBALG.A.P. standard (Option 1) or to a benchmarked scheme/checklist (Option 3).
- b) The individual producer is the certificate holder once certified.

3.1.2 Multisite producer without QMS

- a) An individual producer or one organization owns several production sites that do not function as separate legal entities. The individual producer is the certificate holder once certified.

3.1.3 Multisite producer with QMS

- a) An individual producer or one organization owns several production sites that do not function as separate legal entities but where a QMS has been implemented. The individual producer is the certificate holder once certified.
- b) In this case, the rules set out in “GLOBALG.A.P. general regulations – Rules for producer groups and multisite producers with QMS” shall apply.

3.2 Options 2 and 4 – group certification

- a) A producer group applies for group certification to a GLOBALG.A.P. standard (Option 2) or to a benchmarked scheme/checklist (Option 4).
- b) The group, as a legal entity, is the certificate holder once certified.

A group shall have a QMS implemented and comply with rules set out in “GLOBALG.A.P. general regulations – Rules for producer groups and multisite producers with QMS.”

4 INDIVIDUAL PRODUCER REQUIREMENTS

4.1 Legality

- a) All production sites shall be owned or rented and under the direct control of the legal entity.
- b) For production sites that are not owned by the legal entity, there shall be a signed document which includes a clear indication that the site owner does not have any responsibility and input or decision-making capacity for the production operations at the rented-out site. There shall also be written contracts in force between each production site owner and the legal entity that include the following elements:
 - Certificate holder name and legal identification
 - Name and legal identification of the production site owner
 - Production site owner’s contact address
 - Details of the individual production sites
 - Signature of both parties’ representatives

- c) All product handling units (PHUs) shall be identified and registered.
- d) The certificate holder is legally responsible for all the registered production, including placing the product on the market.

5 REGISTRATION WITH THE CB

5.1 Scope

The scope of GLOBALG.A.P. certification covers the following:

- a) The controlled production process of primary products. It does not cover wild aquatic species/catch or plants harvested in the wild.
- b) Only products included in the GLOBALG.A.P. product list. The list is published on the GLOBALG.A.P. website (www.globalgap.org), and only listed products can be registered for certification. The GLOBALG.A.P. product list is not limited and can be extended based on demand.
- c) Only products that are produced by producers themselves. Producers cannot receive certification for the production of products that they themselves do not produce.

5.2 Registration process

5.2.1 General

- a) The applicants shall, as a first step, choose a GLOBALG.A.P. approved CB. Contact information on finally approved and provisionally approved CBs is available on the GLOBALG.A.P. website (www.globalgap.org). It is the responsibility of the applicant to verify whether the chosen CB is approved for the relevant scopes.
- b) The chosen CB is responsible for the registration of the applicant in the GLOBALG.A.P. IT systems, data updates, and collection of fees.
- c) Before registering a new applicant in the GLOBALG.A.P. IT systems, the CB shall verify if the applicant is already registered or has any active status or sanction with another CB.
- d) Every CB has an application form that covers minimum information required by the GLOBALG.A.P. Secretariat. See "GLOBALG.A.P. registration data requirements." All collected information shall be verified during the CB audit.
- e) By registering, the producer commits to complying with the certification requirements at all times, communicating data updates to the CB, and paying the applicable fees established by FoodPLUS GmbH and by the CB. See the relevant GLOBALG.A.P. fee table.
- f) This information is used by the GLOBALG.A.P. Secretariat to supply the applicant with a unique GLOBALG.A.P. identification number (13 digits with a prefix determined by the applicable standard), which is used as a unique identifier for all GLOBALG.A.P. activities unless the producer already has a Global Location Number (GLN).
- g) Confidentiality, data use, and data release:
 - (i) During registration, the applicant gives written permission to FoodPLUS GmbH / the GLOBALG.A.P. Secretariat and the CB to use their registration data for internal processes and sanctioning procedures.
 - (ii) All data in the GLOBALG.A.P. IT systems is available to the GLOBALG.A.P. Secretariat and the CB the applicant is working with. That data can be used for internal processes and sanctioning procedures.

- (iii) The minimum and obligatory data release level, along with additional information on confidentiality and data use, is defined in the GLOBALG.A.P. data access rules.
 - (iv) If the applicant does not agree to the minimum data release level, the applicant is not complying with the GLOBALG.A.P. sublicense and certification agreement and cannot be certified.
 - (v) No data other than indicated in the GLOBALG.A.P. data access rules can be released by the GLOBALG.A.P. Secretariat or CBs to any other party without written consent of the applicant.
- h) The service contract between the CB and the producer may be valid for up to four years, with subsequent renewal for periods of up to four years.
- i) Table 1 Registration

An applicant may or may not:

	May	May not
Register the same product with more than one CB		x
Register the same product under more than one option (as individual producer and member of a producer group)		x
Register production sites in different countries (exceptions granted by the GLOBALG.A.P. Secretariat only on a case-by-case basis)		x*
Register same or different products under different standards	x	
Choose to register only parts of the production for certification	x (PO**)	

*Cross-border (international) certification (i.e., where one certificate covers production in more than one country) is generally not allowed. Exceptions may apply. Where the certified producer is located in country #1 but has sites in country #2 (owned or rented), and country #2 allows this without creating a legal entity in/for country #2, these sites can be certified under the legal entity in country #1.

Where legislation indicates a minimum/maximum distance of the sites from the country border, this distance shall be complied with. For the sites in country #2, the legislation of country #2 applies (e.g., regarding plant protection product registration, plant protection product application).

Sites in different countries shall always be registered as at least one different site per country, even if it is in reality only one production site. In this case (and cross-border certification generally) is considered a producer with multisites.

**Any producer who produces or owns products originating from GLOBALG.A.P. certified and non-GLOBALG.A.P. certified production processes (of the same product) at the same time shall register for parallel ownership (PO). For registration requirements, see “GLOBALG.A.P. general regulations – Rules for parallel ownership.”

- j) For the registration to be completed, the applicant shall satisfy all the following conditions:
- (i) Submit to the CB the relevant application that shall include all the necessary information

- (ii) Sign acceptance of the GLOBALG.A.P. sublicense and certification agreement in its latest version (available on the GLOBALG.A.P. website (www.globalgap.org)) with the CB, or the applicant shall explicitly acknowledge the receipt and the inclusion of the GLOBALG.A.P. sublicense and certification agreement with signature on the service contract/agreement with the CB, and the CB shall hand over a copy of the GLOBALG.A.P. sublicense and certification agreement to the applicant
- (iii) Be assigned the unique GLOBALG.A.P. identification number or have a GLN
- (iv) Agree in writing to pay the GLOBALG.A.P. fees as explained in the current relevant GLOBALG.A.P. fee table
- (v) The producer shall use the GLOBALG.A.P. claim according to the rules in the “GLOBALG.A.P. trademarks use: Policy and guidelines” document.

5.2.2 New registrations

- a) In the case of first registration, the CB shall confirm the application and provide the applicant with the unique GLOBALG.A.P. identification number within 28 calendar days of receiving the complete application.
- b) The registration process shall be finalized before the CB audit can take place.

5.2.3 Registration with a new CB (transfers)

- a) If a producer who has already been registered changes CBs or applies to a new CB for certification of a different product, the producer shall communicate the previously assigned unique GLOBALG.A.P. identification number to the new CB. Failure to do so will result in a surcharge fee of €200 to the producer.
- b) Producers who are sanctioned cannot change CBs until the outgoing CB closes the corresponding non-conformance.
- c) The registration process shall be finalized before the CB audit can take place.

6 AUDIT PROCESS

In order to achieve certification, the producer shall perform a self-assessment and be audited by the chosen CB.

	Initial and subsequent years
Producer self-assessment	1. Entire scope (all registered products, sites, and PHUs); annually
CB audit	1. Initial: entire scope (all registered products, sites, and PHUs) – announced 2. Subsequent: entire scope (all registered products, sites, and PHUs); annually – announced, but 10% chance of being unannounced

6.1 Self-assessments

- a) The self-assessment shall:
 - (i) Cover all registered production sites, products, and processes under the certification scope to verify compliance with the requirements defined in the applicable P&Cs
 - (ii) Be carried out by or under the responsibility of the producer
 - (iii) Be carried out annually before the CB audit
- b) The completed self-assessment checklist shall:
 - (i) Be available on-site for review at all times
 - (ii) Contain comments of the evidence observed for all non-applicable and non-compliant Major Must and Minor Must P&Cs. Recommendations do not need comments regardless of whether they are not applicable or not complied with.

6.2 CB audits

These audits (announced and unannounced) shall be carried out by a CB auditor approved for the specific scope.

- a) The CB auditor shall carry out the audit using the complete checklist of the applicable scope(s).
- b) The CB audit shall cover:
 - All registered products and production processes
 - All registered production sites
 - All registered PHUs
 - Where relevant, the administrative sites

6.2.1 Announced CB audits

Each producer shall undergo one announced initial CB audit and thereafter one CB audit per annum.

6.2.2 Unannounced CB audits

- a) A producer has a 10% chance of receiving a subsequent CB audit as unannounced audit during the CB audit window, as described in [section 6.3.2](#) c) and d).
- b) During registration, the producer may indicate a maximum of 15 days where they are unavailable for an unannounced CB audit.
- c) The notification of the unannounced CB audit shall not exceed 48 hours (two working days). In the exceptional case where it is impossible for the producer to accept the proposed date (for medical or other justifiable reasons), the producer will receive one more chance to be informed of an unannounced CB audit. There shall be objective evidence of the justification available (e.g., medical document). If no evidence of a justifiable reason is available, the producer shall accept the unannounced CB audit or be suspended. The producer shall receive a written warning if the first proposed date has not been accepted, regardless of whether the rejection is justified or not. The producer will receive another 48-hour notification for a new unannounced CB audit. If that CB audit cannot take place, a suspension of all products (i.e., certificate suspension) will be issued. The suspension will be lifted when the unannounced CB audit has been conducted.

6.2.3 Off-site and on-site stages

- a) The CB may divide announced CB audits (both initial and subsequent) into two stages, which shall be carried out by the same CB auditor:
 - (i) Off-site stage: This consists of a desk review of documentation sent by the producer to the CB auditor before the CB audit, including, for example, the self-assessment, risk assessments, procedures required in various P&Cs, animal health plan (where applicable), analysis program (frequency, parameters, locations), analysis reports, licenses, list of medicines used (where applicable), list of plant protection products used (where applicable), proof of laboratory accreditation, certificates or assessment reports of subcontracted activities, plant protection product/fertilizer/medicine application records, etc.

The off-site stage shall be conducted no more than four weeks before the on-site stage. The documentation may be supported by interviews and a remote CB audit of the site and facilities.
 - (ii) On-site stage: This consists of an on-site CB audit of the remaining content of the checklist, the production process, and the verification of the information already reviewed off-site.
- b) CBs shall offer this as an option to their clients.
- c) The use of two stages is to be mutually agreed with each producer.
- d) Overall duration of the CB audit (off-site and on-site stages) is not reduced by this option.
- e) The producer has the right not to send certain requested documents to the CB if they are considered confidential. In this case the information shall be available during the on-site stage.

6.3 Initial and subsequent CB audits

6.3.1 Initial CB audits

This section applies to:

- Producers seeking GLOBALG.A.P. certification for the first time
- Producers who want to add a new product to an already existing GLOBALG.A.P. certificate
- Producers changing their status from producer group member to individual producer

When a producer changes from one CB to another, or from a GLOBALG.A.P. standard to a benchmarked scheme/checklist (or the other way around), it is not considered an initial CB audit, but a subsequent one. In initial CB audits, the following requirements shall be fulfilled:

- a) No CB audit can take place until the CB has accepted the producer's registration.
- b) The entire scope of certification shall be audited prior to issuing the certificate.
- c) A product shall not be included in the certificate before all applicable P&Cs are audited during the production process (i.e., it is not possible to certify a future production process).
- d) The producer shall have records from the registration date onward or for at least three months before the initial CB audit takes place, whichever is longer.
- e) Products that are already harvested/slaughtered/processed before registration with the CB cannot be included in the certificate.
- f) Records that relate to harvest or product handling before the producer has registered with the CB are not valid.

6.3.2 Subsequent CB audits

- a) The entire scope of certification shall be audited annually by the CB prior to issuing the certificate.
- b) This also applies if a producer changes CBs.
- c) Subsequent CB audits of 10% of certified individual producers without QMS shall be done unannounced.
- d) Subsequent CB audits can be carried out at any time during an audit window that extends over a period of eight months: from four months before the original expiry date of the certificate, and (only if the CB extends the certificate validity in the GLOBALG.A.P. IT systems) up to four months after the original expiry date of the certificate (see section 7.3, [Certificate validity extension](#))

Example: first certification date: 14 February 2021 (expiry date: 13 February 2022). Second CB audit can be at any time from 14 October 2021 to 13 June 2022, if the certificate validity is extended before the certificate loses validity.

- e) There shall be a minimum period of six months between two recertification audits.
- f) No CB audit can take place until the CB has reregistered the producer in the GLOBALG.A.P. IT systems. Reregistration shall be finalized before the date of the subsequent CB audit.

7 CERTIFICATION PROCESS

7.1 Requirements for achieving GLOBALG.A.P. certification

7.1.1 Certification rules

To obtain GLOBALG.A.P. certification, the following is required:

- a) The standard documents consist of three types of P&Cs: Major Musts, Minor Musts, and Recommendations.
 - *Major Musts*: 100% compliance with all applicable Major Must P&Cs is compulsory.
 - *Minor Musts*: 95% compliance with all applicable Minor Must P&Cs is compulsory.
 - *Recommendations*: No minimum percentage of compliance is required.
- b) The producer shall comply with the agreements signed (GLOBALG.A.P. sublicense and certification agreement and CB service agreement in their current version).
- c) The producer shall comply with the requirements defined in the applicable GLOBALG.A.P. GR in their current version.

7.1.2 Minor Must compliance calculation

- a) The maximum allowable Minor Must non-compliance is calculated using the following formula:

$$\left\{ \begin{array}{l} \text{(Total number} \\ \text{of} \\ \text{Minor Must} \\ \text{P\&Cs)} \end{array} - \begin{array}{l} \text{(Not applicable} \\ \text{Minor Must} \\ \text{P\&Cs)} \end{array} \right\} \times 5\% = \begin{array}{l} \text{(Total Minor Must} \\ \text{P\&Cs non-} \\ \text{compliance allowed)} \end{array}$$

E.g., (67 Minor Must P&Cs – 17 not applicable Minor Must P&Cs) × 0.05 = 50 × 0.05 = 2.5

In this example the total number of non-compliances to Minor Must P&Cs allowed is 2.5, which shall be rounded down. Therefore, this producer may have at most 2 non-compliances to Minor Must P&Cs.

50 applicable Minor Must P&Cs – 2 non-compliant Minor Must P&Cs = 48. This gives a compliance level of 96%, whereas if 2.5 were rounded up to 3 it would give a compliance level of 94%, which would be *non-conforming to the certification rule*.

Note: A score of 94.8%, for example, cannot be rounded up to 95% (the passing percentage).

- b) The calculation to show compliance (or non-compliance) shall be available after the self-assessment and CB audit.
- c) For multisite producers without a QMS, the compliance level is calculated for the entire legal entity in one checklist. Any applicable P&Cs common to all sites needs to be taken into account for all sites.

7.1.3 Certification decision

- a) The CB shall make the certification decision within a maximum of 28 calendar days after closure of any outstanding non-conformances (in total 28 + 28 days, i.e., 56 calendar days after the closing meeting of the CB audit). If no non-conformances are detected during the CB audit, it means that the CB shall make the decision no later than 28 days after the closing meeting of that CB audit.
- b) The CB shall issue an audit report to the producer (See “GLOBALG.A.P. general regulations – Rules for certification bodies”). The producer shall sign or confirm the audit outcome (including at least date and duration of the CB audit, name of the CB auditor, scope of the CB audit, audited sites and facilities, the result in % of compliance for the different levels of P&Cs, and the list of findings) during the CB audit closing meeting.
- c) Additionally, if any producer requests it, the CB shall provide the full CB audit report including the completed audit checklist, within five working days of the certification decision. It is not obligatory for the CB to send out a report before it has been through the internal technical review. If the automatically generated CB audit report (including the checklist) is available from the GLOBALG.A.P. IT systems, this report shall be used.
- d) Where the country of destination (as registered in the GLOBALG.A.P. IT systems) includes the USA and/or Canada, the CB shall provide the final CB audit report including the completed audit checklist to the producer, at the latest by the time of the certification decision.
- e) Any complaints or appeals against CBs shall follow the CB’s own complaints and appeals procedure, which each CB shall have and communicate to its clients. If the CB does not respond adequately, the complaint can be addressed to the GLOBALG.A.P. Secretariat using the GLOBALG.A.P. incident/complaint form available on the GLOBALG.A.P. website (www.globalgap.org).

7.2 GLOBALG.A.P. certificate

- a) The GLOBALG.A.P. certificate can only be issued to the legal entity.
- b) The name of the trader can optionally be mentioned on the certificate but only with the following disclaimer: “Can be exclusively traded through [trader name].”
- c) A certificate is not transferable from one legal entity to another when production sites change legal entity. In this case, a complete CB audit following the rules for subsequent CB audits is required. The new legal entity shall receive a new unique GLOBALG.A.P. identification number.

- d) The certification validity is 12 months, subject to any sanctions and extensions in accordance with the applicable requirements.
- e) The CB shall issue the GLOBALG.A.P. certificate by generating it from the GLOBALG.A.P. IT systems.
- f) In case there is a need to change the certificate validity dates to be able to do the CB audits according to the CB audit timing requirements described in the scope-specific rules, the CB may shorten the certificate validity.

7.3 Certificate validity extension

- a) The validity of the certificate may be extended beyond the usual 12 months for a maximum period of 4 months.
- b) If the certificate has expired, it cannot be extended any more.
- c) If an extension is given, the full GLOBALG.A.P. system participation fee shall be paid for the next certificate.
- d) The producer shall be reaudited during that extension period.
- e) The producer cannot change CBs for the certificate subsequent to the one for which the extension was granted.
- f) The following certificate validity shall be calculated by extracting the duration of the extension period from the normal 12 months validity.

7.4 Requirements for maintaining GLOBALG.A.P. certification

- a) The registration of the producer, the proposed products, and all information requested in the GLOBALG.A.P. registration data requirements for the relevant scope shall be confirmed with the CB annually before the current certificate expiry date.
- b) The CB auditor shall complete an audit of the entire applicable scope annually, and the CB shall also complete the certification process annually.

7.4.1 Burden of proof

- a) In the case of information (e.g., maximum residue limit exceedance, microbial contamination) about a GLOBALG.A.P. certificate holder that could have a potential impact on the certification status/GLOBALG.A.P. claim being transmitted to the GLOBALG.A.P. Secretariat, it is the responsibility of the certificate holder and the corresponding CB to refute the claim by verifying and providing evidence of compliance with the relevant GLOBALG.A.P. standards.
- b) The CB may conduct additional announced or unannounced CB audits or on-site visits to investigate complaints.
- c) The CB shall report the findings and actions taken to the GLOBALG.A.P. Secretariat within the defined period of time.
- d) If the certificate holder and the corresponding CB do not provide the requested evidence of compliance within the period of time defined by the GLOBALG.A.P. Secretariat, they will be sanctioned according to the sanctioning procedures described in the GLOBALG.A.P. GR.
- e) If the evidence includes laboratory analyses, accredited laboratories (ISO/IEC 17025) and independent sampling (according to the rules as set out in the relevant P&Cs) shall be included.

- f) If the certificate holder is facing a complaint regarding food safety (i.e., potentially involved in a foodborne outbreak), workers' well-being, environmental protection, or animal welfare, or is involved in a court trial or has been found by a court of law to have infringed a national or international law, and these actions can endanger the reputation and credibility of FoodPLUS GmbH and/or the GLOBALG.A.P. standard, the certificate holder shall inform the CB within 24 hours.

7.4.2 Non-compliance and non-conformance

- a) Non-compliance (with P&Cs): A Minor Must or Recommendation in the relevant GLOBALG.A.P. checklist is not fulfilled according to the P&Cs.
- b) Non-conformance (to the GLOBALG.A.P. certification rules): A GLOBALG.A.P. rule that is necessary for obtaining the certificate is infringed (e.g., non-compliance with one or more Major Musts or more than 5% of applicable Minor Musts).
- c) Contractual non-conformances: breach of any of the agreements signed in the contract between the CB and the producer related to GLOBALG.A.P. requirements

Examples: trading in a product that does not comply with legal requirements, false communication by the producer regarding GLOBALG.A.P. certification, GLOBALG.A.P. trademarks misuse, payments not made in accordance with contractual conditions, etc.

7.4.3 Sanctions

- a) If a non-conformance is detected, the CB shall apply a sanction (warning, suspension, or cancellation) as indicated in this section.
- b) Producers cannot change CBs until the non-conformance that led to the respective sanction is satisfactorily closed.
- c) Only the CB that has issued the sanction is entitled to lift it provided there is sufficient and timely evidence of corrective action (either through a follow-up visit or other written or visual evidence).

7.4.3.1 Warning

- a) A warning is issued for all types of non-conformances detected (i.e., non-conformance to P&Cs, GLOBALG.A.P. GR, or contractual requirements).
- b) If a non-conformance is detected during the CB audit, the producer shall be given a warning when the audit is finalized. This is a provisional report that can be overridden by the CB decision-making committee.
- c) Initial CB audit:
- (i) If a producer does not comply with 100% of the applicable Major Must P&Cs, 95% of the applicable Minor Must P&Cs, and all contractual requirements within three months after an initial CB audit, a complete CB audit shall be performed again before a certificate can be issued.
- d) Subsequent CB audit:
- (i) Non-conformances shall be closed within a maximum of 28 calendar days.
 - (ii) In the event of a non-conformance, with contracts, the GLOBALG.A.P. GR, Major Must P&Cs and/or more than 5% of Minor Must P&Cs, the CB shall decide how much time is given to the producer for closing the non-conformance before suspending the certificate. This period shall never exceed 28 days and may be shortened according to the criticality of the non-conformance in terms of safety of consumers, workers, environment, and animal welfare.

- (iii) An immediate suspension shall be issued where a serious threat to food safety, workers, the environment, consumers, animal welfare, and/or product integrity (i.e., sale of noncertified products as certified) is present. This will be communicated via an official suspension letter.

7.4.3.2 Suspension

- a) If the cause of the warning is not resolved within the defined period (maximum of 28 days), a suspension of the certificate shall be imposed by the CB within 24 hours.
- b) If a reputable government regulatory authority has established a clear link between a producer and a foodborne outbreak, suspension of the certificate shall be imposed by the CB while a review of the producer's certification is conducted.
- c) If a producer has been found by a court of law to have infringed a national or international law and these actions can endanger the reputation and credibility of FoodPLUS GmbH and/or the GLOBALG.A.P. standard, the CB shall suspend the producer's certificate with immediate effect. If the CB fails to do so, GLOBALG.A.P. has the right to inform the accreditation body and to change the status of the certificate in the GLOBALG.A.P. IT systems to not display it as valid. In this case, the CB shall accept liability for this issue.
- d) Only the CB can lift the suspensions it has imposed.
- e) A suspension can be applied to one, several, or all the products covered by the certificate.
- f) A product cannot be partially suspended for a producer (single or multisite) (i.e., the entire product shall be suspended).
- g) If a suspension is applied, the CB shall set the period allowed for corrective actions (not longer than 12 months).
- h) During the period of suspension, the producer is prohibited from using the GLOBALG.A.P. logos/trademarks, license/certificate, or any other type of claim that is in any way linked to GLOBALG.A.P. in relation to the suspended product.
- i) If a producer notifies the CB that the non-conformance is resolved before the defined period, the suspension can be lifted after evaluation of evidence provided by the producer. This evaluation of the corrective action may take place on- or off-site. It may be a full CB audit or an evaluation of only the submitted evidence.
- j) The suspension remains in place as long as the CB does not lift it or impose a cancellation.
- k) If the cause of the suspension is not resolved within the defined period, a cancellation is imposed.

7.4.3.3 Self-declared product suspension

- a) A producer may voluntarily ask the respective CB for a suspension of one, several, or all of the products covered by the certificate (unless a CB has already imposed a sanction). This can occur if the producer experiences difficulty complying with the relevant GLOBALG.A.P. standard and needs time to close any non-conformances.
- b) This suspension will not delay the renewal date, and neither will it allow the producer to avoid paying registration and other applicable fees.
- c) The deadline for closing non-conformances is set by the declaring producer in agreement with the respective CB.
- d) In the GLOBALG.A.P. IT systems the product status "self-declared suspension" shall be set for the respective products.

7.4.4 Cancellation

- a) A cancellation of the contract shall be issued if one or more of the following apply:
 - (i) The CB finds evidence of fraud and/or lack of trust to comply with GLOBALG.A.P. requirements.
 - (ii) The CB finds objective evidence that indicates that the producer has been misusing the GLOBALG.A.P. claim. Any case of misuse may be communicated to the GLOBALG.A.P. Community Members.
 - (iii) A producer cannot show evidence of implementation of effective corrective actions before the suspension period set by the CB has elapsed.
- b) A cancellation of the contract results in the total prohibition (all products, all sites) of the use of the GLOBALG.A.P. logos/trademarks, license/certificate, or any device or claim that may be linked to GLOBALG.A.P.
- c) Producers whose contract has been cancelled shall not be accepted for GLOBALG.A.P. certification within 12 months of the date of cancellation.

8 ADDITIONAL REQUIREMENTS FOR IFA V6 GFS

In IFA v6 GFS, these additional requirements apply:

8.1 Replacements

The following requirements shall be *replaced* in the sections indicated:

6.2.2 Unannounced CB audits

6.2.2 c) shall be replaced by:

There is no notification to the applicant before the CB audit takes place.

In the exceptional case where it is impossible for the producer to accept the proposed date (for medical or other justifiable reasons), the producer will receive one more chance to be audited unannounced. There shall be objective evidence of the justification available (e.g., medical document). If no evidence of a justifiable reason is available, the producer shall accept the unannounced CB audit or be suspended. The producer shall receive a written warning if the first proposed date has not been accepted, regardless of whether the rejection is justified or not. The producer will receive another unannounced CB audit. If that audit cannot take place, a suspension of all products will be issued. The suspension will be lifted when the unannounced CB audit has been conducted.

7.3 Certificate validity extension

7.3 a) shall be replaced by:

The validity of the certificate may be extended beyond the usual 12 months for a maximum period of 4 months, but only if there is a valid reason, which shall be recorded. The following are the only reasons that are considered valid:

- (i) The CB wants to schedule the on-site CB audit after the certificate has expired in order to observe a certain part of the production process because it has not been seen in the previous CB audit, because it is considered to be a high-risk process in terms of product safety, or because it involves a newly added product or process the CB wishes to observe.
- (ii) The CB needs to extend some certificates because of resource restraints.

- (iii) The CB was not able to conduct the on-site CB audit and/or the producer was not able to be audited due to circumstances beyond its control (*force majeure*) (e.g., natural disaster, political instability in the region, epidemic, unavailability of the producer for medical reasons).

Copyright

© Copyright: GLOBALG.A.P. c/o FoodPLUS GmbH, Spichernstr. 55, 50672 Cologne, Germany.
Copying and distribution permitted only in unaltered form.