

Food Integrity Assurance (FIA) LTD

Certification Rules and Regulations



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CERTIFICATION RULES AND REGULATIONS

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CERTIFICATION RULES AND REGULATIONS

1. Introduction

- 1.1 These Certification Rules and Regulations are written to be used in conjunction with the FIA LTD Contract. Upon signing the Contract, the Applicant/Client agrees to abide by these rules and regulations
- 1.2 The following terms apply
 - 1.2.1 'Y/you'; 'Y/your' refers to the applicant or client
 - 1.2.2 'W/we'; 'U/us' refers to FIA LTD, its employees and all contractors
- 1.3 These rules and regulations govern the certification services provided by FIA LTD
- 1.4 Nothing in these rules and regulations or your certification to a scheme or standard implies that you are meeting national legislation or regulations. It is your responsibility to meet national legislation or regulations separately
- 1.5 FIA LTD reserves the right to suspend or terminate the certification of any client who deliberately fails to meet the rules and regulations set out below.

2. General Agreement

- 2.1 You agree to abide by requirements detailed in the schemes and standards to which FIA LTD is contracted to carry out certification services
- 2.2 You agree to notify FIA LTD of any change of key contact and/or key manager, change of ownership or change of company name (see clause 7)
- 2.3 You agree to provide clear and accurate statements and information at all stages of the certification process
- 2.4 Notify FIA LTD immediately of any changes to your business activities that may affect your certification status, which includes prosecutions brought by authorities inspecting you against national legislation and regulations
- 2.5 You agree that you will at all times maintain such information and documents that are required to demonstrate compliance to schemes and standards. This information or documentation may be requested by FIA LTD from time to time and you agree adhere to these requests
- 2.6 You agree to respond to communications from FIA LTD within the timeline specified
- 2.7 You agree to adhere to all clauses detailed below

3. Confidentiality

- 3.1 FIA LTD has a legally enforceable requirement and accreditation requirement to maintain confidentiality in all its business activities with you. The exceptions to this requirement are where:
 - There is a legal/contractual obligation to publish information
 - There is a scheme/standard owner obligation to publish information
 - There is an accreditation requirement to publish information
- 3.2 In all exception requirements, you agree to the publication of confidential information after being informed by FIA LTD that it intends to do so

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4. Privacy and Data Protection

- 4.1 FIA LTD receives, uses and stores personal information from its certified clients, partner organisations including standard/scheme owners, government and contractors, as well as those interested in FIA LTD's work (food and drink supply chain), and FIA LTD employees and directors.
- 4.2 It is important that this information is handled lawfully and appropriately in line with the requirements of the **Data Protection Act 2018** and the **General Data Protection Regulation** (collectively referred to as the 'Data Protection Requirements').
- 4.3 We take our data protection duties seriously, because we respect the trust that is being placed in us to use personal information appropriately and responsibly.
- 4.4 You are strongly advised to visit the FIA website (www.foodintegrityassurance.co.uk) to access a detailed description of:
 - 4.4.1 The FIA Ltd Privacy and Data Policy.
 - 4.4.2 The Website Privacy Policy.

5. Information access required at application and annual renewal for verification

- 5.1 You acknowledge that FIA LTD's certification process requires access to Your information. You agree to provide this information in its most up-to-date form
- 5.2 You agree that if you withhold information on the basis of intellectual property and/or legal privilege, FIA LTD may not be able to complete satisfactory verification against scheme or standard requirements and therefore may not grant certification

6. Retention of records

- 6.1 You agree that FIA LTD is entitled to retain copies of Your documents - collected at application, assessment or during the certification process - to provide detail to outside organisations (as per clause 3.1)
- 6.2 We agree to maintain your documents in confidential, secure storage

7. Requirement to notify FIA LTD of changes to their business that may affect certification

- 7.1 As per 2.2, You agree to inform us if there is any change of key contact to ensure communications reach the correct person
- 7.2 You agree to inform FIA LTD if there are any changes to key technical personnel that may affect your ability to understand and meet the requirements of schemes or standards
- 7.3 You agree that NEW key technical personnel must be trained and familiar with the requirements of schemes and standards to which You are certified
- 7.4 You agree to inform Us if there is any change of ownership or your business. We require this information to ensure that no conflicts of interest (COI) are present under the changed ownership

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8. Requirement to adhere to amended or new standards published by scheme owners

- 8.1 You agree to adhere to amended or new standards at the time they are implemented by the scheme or standard owner
- 8.2 You agree to demonstrate your adherence at the next assessment/spot check
- 8.3 Failure to adhere may result in suspension and/or termination of your certification
- 8.4 We agree to provide details of amended or new standards in a timely manner (in agreement with the scheme or standard owner) to enable you to make any changes to your business to meet the requirements of the amended or new standard

9. Payment of fees

- 9.1 You agree to pay any and all fees for FIA LTD certification services delivered within the terms and conditions (T&C's) published on the invoice document
- 9.2 You agree that we may be asked to collect membership fees, royalties or other such monies as may be required by a scheme or standard owner and not to withhold payment
- 9.3 We reserve the right to suspend or terminate your certification if you fail to make payment

10. Assistance and access to site

- 10.1 You acknowledge that FIA LTD needs access to your key personnel – both remotely and on-site - to carry out application reviews, assessments and the certification process
- 10.2 You agree to allow FIA LTD personnel access to your site/s to conduct assessments, sample collection or other certification activities. You further agree to allow reasonable access at any time your site is actively producing certified product
- 10.3 You agree that from time to time, FIA LTD may request the presence of additional FIA LTD personnel to conduct shadow assessments, witness assessments, personnel training or investigations. You further agree that access to additional personnel will not be unreasonably withheld
- 10.4 You agree that we may have additional personnel from outside organisations present on-site to carry out accreditation audits on FIA LTD personnel. You further agree that access to additional personnel will not be unreasonably withheld
- 10.5 You agree that we may have additional personnel as may be required from standard owner organisations present to review the implementation of their scheme or standard. You further agree that access to additional personnel will not be unreasonably withheld

11. Security clearance, bio-security, health and safety requirements

- 11.1 We acknowledge that you may have access requirements in place such as security clearances, bio-security requirements, or health and safety requirements. We agree to abide by such requirements
- 11.2 You agree that all FIA LTD personnel will be fully processed according to your site requirements in a timely manner
- 11.3 With respect to 10.2, You further agree that processing FIA LTD personnel through your site requirements will not be used to unreasonably delay access to site for unannounced assessments, sample collection or investigations. Evidence of deliberate delay may result in suspension or termination of certification.

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12. Remote assessment access

- 12.1 You agree and acknowledge that at certain times, FIA LTD may need to conduct its assessment remotely - where the assessor is not at the same physical location as your personnel. You agree to fully participate in this process, notwithstanding the requirements of 12.2
- 12.2 We undertake to provide technology required for remote assessments in a timely manner and provide technology usage guides to you and your personnel and to ensure clarity in the operation of the remote technology

13. Client right to refusal of an Assessor

- 13.1 We agree that you have the right to refuse an assessor who has been allocated your assessment if there are reasonable circumstances that may necessitate this. These circumstances may include personal disagreements in past assessments, over familiarity or incorrect technical expertise
- 13.2 You agree that the refusal of an assessor will not be unreasonable or used to delay an assessment. Evidence of a deliberate delay may result in suspension or termination of certification

14. Collection of samples for testing

- 14.1 You acknowledge that we may need to collect samples of product for testing as part of a scheme or standard owner requirement
- 14.2 We agree to follow a sample collection procedure, including leaving reference samples with you

15. Reasonable interaction with FIA LTD personnel

- 15.1 You agree that FIA LTD personnel are tasked with providing certification services that may from time to time cause disagreement on interpretation
- 15.2 We acknowledge that we have documented policies and procedures for dealing with conflict or disagreement with you and our personnel are trained and competent at applying these policies and procedures.
- 15.3 We will not tolerate abuse of our personnel in any way, shape or form Including but not limited to:
 - 15.3.1 Abuse through Social Media
 - 15.3.2 Verbal abuse
 - 15.3.3 Threats or actual physical abuse
 - 15.3.4 Abuse on the grounds of race, religion or sexual orientation
- 15.4 We will immediately terminate the certification of any Client failing to meet the requirements of clause 15

16. Corrective actions

- 16.1 You agree that the assessment process will include findings against standards. Findings may include non-compliances against requirements/standards, where the assessor is unable to verify compliance
- 16.2 We agree that during the assessment process, if a potential non-compliance is identified you may present additional information before or during the closing meeting, which will be taken into account

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during the certification process. However, if presented during the closing meeting the finding will stand but the assessor will annotate the findings report accordingly with the details of the evidence provided

- 16.3 You agree to provide corrective action closure, including relevant information, in the timeline indicated in your report or subsequent correspondence

17. Use of marks of conformity, certificates and schedules

- 17.1 You acknowledge that all certification documents issued by FIA LTD remain its property and must be returned upon written request.
- 17.2 You agree to follow the G2 Logo and Certification Mark Usage Guide
- 17.3 You agree not to make any false claims about product certified on products or in any communications

18. Directory of certified Clients

- 18.1 You agree that your certification status may be displayed in public where FIA LTD has a legal or regulatory requirement to do so
- 18.2 You also agree that we may need to provide details of your certification in formats such as product industry checkers available business to business, where required to do so by scheme or standard owners

19. Complaints and appeals

19.1 Complaints

- 19.1.1 We acknowledge that you are entitled to complain if a process is unsatisfactory
- 19.1.2 FIA LTD has the process in place to manage complaints. We will:
- 19.1.2.1 Respond to, investigate and report back on complaints raised about its services in a timely manner
- 19.1.2.2 Seek an agreed resolution to a complaint
- 19.1.2.3 Ensure any identified process failings on behalf FIA LTD are followed up with corrective and preventative actions
- 19.1.2.4 Refuse to investigate malicious/unfounded complaints or complaints or actions by clients designed to delay their compliance to a scheme or standard
- 19.1.3 You agree to follow the complaints process either by completing an F4 Complaint form, or supplying the information that will be required to allow FIA to conduct an investigation

19.2 Appeals

- 19.2.1 We acknowledge that you are entitled to appeal the outcome of a complaint
- 19.2.2 FIA LTD has a process in place to manage appeals. The company will:
- 19.2.2.1 Respond to written appeals within the timeline detailed in the QP11
- 19.2.2.2 Undertake a review of the complaint prior to:

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- 19.2.2.3 Inform the Appellant of the fees payable before any appeal is heard
- 19.2.2.4 Ensure the Appeals Panel has sufficient competency to understand and rule on appeals
- 19.2.2.5 Ensure the Appeals Panel is impartial in its deliberations and decisions
- 19.2.3 You agree to follow the appeals process either by completing an F5 Appeal Form, or supplying the information that will be required to allow FIA to conduct an Appeal.

20. Special Circumstances

- 20.1 We acknowledge that there may be special circumstances in which you are unable to meet the requirements of a scheme or standard or parts of these rules and regulations
- 20.2 These circumstances include but are not limited to: a sudden illness, an accident, a death, a Government imposed restriction
- 20.3 We also acknowledge and seek to accommodate those with disabilities to ensure impartial certification is maintained
- 20.4 You agree to inform us as soon as you are aware of any circumstances in 20.2 or 20.3

21. Transfer of Certification

- 21.1 We acknowledge you may wish to transfer your certification from another certification body (CB). You may do so provided the scheme owner allows transfer of certification and you agree to apply through the normal application process and comply with the requirements below:
 - 21.1.1 Transferee must fully complete the application process
 - 21.1.2 Sign the contract, which commits the transferee to acknowledging that they are at applicant status until certification is completed (even if they are at client status with the transferring CB)
 - 21.1.3 Transferee must:
 - 21.1.3.1 Have no outstanding assessments (overdue assessments)
 - 21.1.3.2 Have no outstanding open findings against the scheme or standard to which they wish to transfer
 - 21.1.3.3 Have no outstanding fees to the scheme owner, FIA LTD or the transfer CB
 - 21.1.3.4 Follow all steps in the normal application process, including an application assessment if required under the scheme or standard requirements
- 21.2 Your status with FIA LTD will start as an applicant until all transfer processes are complete, including: signing the contract, a potential assessment, an evaluation, technical review and certification decision, which will result in your application moving to certification

22. Suspension, Termination or Withdrawal from scheme membership

22.1 Suspension

- 22.1.1 You accept that the application or certification process may be suspended if one or more of the following are present:

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- 22.1.1.1 A critical non-compliance
- 22.1.1.2 Persistent or serious failure to close out corrective actions as detailed in scheme or standard requirements
- 22.1.1.3 Request from a scheme owner, pending the outcome of an investigation into a serious failure to conform with scheme requirements
- 22.1.1.4 Failure to pay an application or renewal fee

Note that in 21.1.1.1; 21.1.1.2; 21.1.1.3 suspensions may only be lifted following the successful conclusion of an on-site investigation

22.2 Termination

- 22.2.1 You accept that we may terminate the application or certification process if one or more of the following are present:
 - 22.2.1.1 Failure to allow FIA LTD's assessor access to site to undertake routine surveillance, assessment or spot check assessment
 - 22.2.1.2 Failure to supply corrective evidence within the agreed timeframe
 - 22.2.1.3 Failure to respond to suspension requirements
 - 22.2.1.4 An Appeal Panel ruling
 - 22.2.1.5 At the request of the scheme or standard owner
- 22.2.2 You accept the following consequences of termination:
 - 22.2.2.1 You must return all certificates and schedules
 - 22.2.2.2 Make no further claims about being certified by FIA LTD, either verbally, on websites or other media
 - 22.2.2.3 Withdraw/not issue any documents that claim a product is certified

22.3 Withdrawal

Please note: Withdrawal is different to termination. Withdrawal is the scheme or standard owner issuing notice to an applicant or client that they intend to invoke the termination clause in their contract or agreement with the applicant or client to participate in their scheme or standard or where a client voluntarily requests to be withdrawn from the scheme

- 22.3.1 We acknowledge that we can only withdraw scheme membership at the request of and in conjunction with the scheme or standard owner. Circumstances, in which this may incur includes but is not limited to:
 - 22.3.1.1 Where the client has brought the scheme owner into disrepute
 - 22.3.1.2 Verbal abuse, threats of or actual physical abuse
- 22.3.2 You accept the following consequences of termination:
 - 22.3.2.1 You must return all certificates and schedules
 - 22.3.2.2 Make no further claims about being certified by FIA LTD on websites and other media
 - 22.3.2.3 Withdraw any documents that claim a product is certified

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23. Liabilities

Under no circumstances shall FIA or its employees or agents be liable for any losses, damages, charges, costs or expenses of whatever nature which any company, applicant or scheme member may suffer or incur by reasons of, or arising from the administration or performance of their respective obligations in connection with the scheme, except where costs arise as a result of the gross negligence or wilful default of such persons.

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