

CHAPTER 9: ADDITIONAL REQUIREMENTS FOR THE RAINFOREST ALLIANCE PROGRAM

1. APPLICABILITY

This document is intended to clearly explain the certification process for the Rainforest Alliance Certified Program.

This document is in addition to chapter 1 of the General Certification Rules that is applicable to all programs managed by CU Services.

2. REFERENCE DOCUMENTS

- The following documents are applicable to the Rainforest Alliance Certified Program:
- 2020 Certification and Audit Rules
- 2020 Rules for Certification Bodies
- 2020 Sustainable Agriculture Standard: Farm Requirements
- 2020 Standard for Sustainable Agriculture: Supply Chain Requirements
- Rainforest Alliance Trademark Use Policy
- Annex S01, Rainforest Alliance Glossary.
- Policy for changes to certification and auditing rules for audits in the transition year (official communications issued by RA)

Current versions of these documents can be found on the Rainforest Alliance web site: [Rainforest Alliance Certification Program](#)

The following acronyms will be used throughout the document: TC (Certificate Holder); RA (Rainforest Alliance); CU (CUServices); CB (Certification Body).

3. DEFINITIONS RELATED TO STANDARD

Farm	All land and facilities used for agricultural production and processing activities under the geographical scope of the farm applicable for Rainforest Alliance certification. A farm may be composed of several neighboring or geographically separate farm units within one country, provided that they are under a common management body. All farm units falling within this geographical scope must comply with the Rainforest Alliance Sustainable Agriculture Standard, including both crops to be sold as certified and other crops. There are two farm categories, large farm (10 or more permanent workers) and small farm (less than 10 permanent workers).
Group of farms	An association of organized producers that have a shared Internal Management System (IMS) and are certified together under the Rainforest Alliance Certification Rules. The group of organized producers can be organized in an association or cooperative or managed by a supply chain actor (such as an exporter) or another entity.
Certificate	Document that proves the compliance of an organization (certificate holder) with the requirements applicable to the scope of the organization's certification. <u>For the certification cycle the validity of a certificate is for 3 years.</u>
Certificate Holder (CH)	Anyone that is issued a certificate from Rainforest Alliance. The certificate maybe an endorsement issued by Rainforest Alliance or a certificate issued by a CB. The Certificate holder may be a farm or a supply chain actor, or an entity managing the certificate for plural farms or supply chain actors.
License	An agreement and permission granted by the Rainforest Alliance to use the Rainforest Alliance seal and traceability platforms and claim products as certified, when the certificate holder has demonstrated compliance with all applicable program and standard requirements and agrees to comply with our License Agreement, General Terms and Conditions and other binding documents. It should be clarified that there is a license to market separate from the license to use the RA logo. The license term is for one year.
Scope	There are several types of scope in the RA certification program, which include: geographic scope, crops, activities, certification option, activities, among others.
RACP	Rainforest Alliance Certification Platform. Virtual platform where the client registers as a certificate holder, establishes the scope of the certificate, generates certified product transactions.
Risk	A risk is the chance something negative happens, combined with the extent of the impact. Risk mitigation measures are actions taken to prevent such events from happening, and/or to diminish their effects.
Risk Assessment	A systematic process to identify the issues that could prevent the producers from complying with the Rainforest Alliance Sustainable Agriculture Standard requirements and reaching the expected sustainability outcomes. The Rainforest Alliance has developed a tool to support this analysis (Annex 3 Risk Assessment Tool). The tool consists of a basic risk assessment, to be conducted in the preparation

	<p>phase, covering the main topics of the standard, and an in-depth risk assessment to be conducted in the first year of certification. The in-depth risk assessment is for the improvement requirements that refer to this assessment, such as gender equality and assess-and address. An in-depth climate change risk assessment can be carried out as a self-selected improvement. Both the basic and in-depth risk assessment are to be repeated at least once every three years. The risk assessment tool provides an overview of measures that can be taken to mitigate the risks.</p>
First buyer	The certificate holder legally owning the certified product after the initial farm certificate holder.
Intermediary	<p>Any actor that trades (buys and sells) and/or handles Rainforest Alliance certified product for a Farm or supply chain Certificate Holder.</p> <p>Common examples of intermediaries in Rainforest Alliance certified supply chains are small traders such as "pisteurs" in Cote d'Ivoire or "manavs" in Turkey, who source from producers to supply a farm Certificate Holder. As they handle low volumes, Rainforest Alliance does not require intermediaries to be independently certified or registered in the Rainforest Alliance platforms. However, they shall comply with applicable requirements from the Rainforest Alliance Standard, and the certificate holder management shall take responsibility for their compliance.</p>
Decent income	<p>The net annual earnings required for a household to afford a decent standard of living for all members of that household. Elements of a decent standard of living include food, water, housing, education, healthcare, transportation, clothing, and other essential needs, including provisions for unexpected events.</p> <p>The living income recognizes that the income that a household earns can come from multiple sources. In the case of smallholder farmers, for example, income can be earned through off-farm business and remittances as well as from crop sales.</p>
Living wage	<p>The remuneration received for a standard workweek by a worker in a particular place sufficient to afford a decent standard of living for the worker and her or his family.</p> <p>Elements of a decent standard of living include food, water, housing, education, health care, transportation, clothing, and other essential needs, including provision for unexpected events. Living wage benchmark estimates are being developed in many countries based on a single definition and methodology.</p>
Mass balance	Administrative traceability allows a certificate holder to claim a product which is not certified as Rainforest Alliance Certified when the equivalent quantity was sourced as Rainforest Alliance Certified.
Minimum wage	The minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by collective agreement or an individual contract.
Rainforest Alliance claim	Any reference made about Rainforest Alliance certification or about the sourcing of a Rainforest Alliance certified product or ingredient(s). A claim can be made on-product or off-product, and/or in relation to the offering or selling of the product. This can be both business-to-business and business-to-consumer.
Audit types	<ol style="list-style-type: none"> 1. <u>Certification/Recertification audit</u>: Supply Chain CHs in verification levels B to E and all farm CHs, shall receive a certification audit in order to become part of the Rainforest Alliance certification program. They shall receive a certification audit once every 3 years to remain part of the Rainforest Alliance certification program. 2. <u>Surveillance audit</u>: In order to maintain its Certificate, a CH shall receive a yearly surveillance audit. Supply chain CHs may be exempted from receiving external surveillance audit or all surveillance audits based their verification level. See Verification of Conformity. 3. <u>Follow up audit</u>: Where NCs are identified during the (re)certification or surveillance audit, the CB shall perform a remote or onsite follow up audit to verify closure of the NCs. 4. <u>Investigation audit</u>: An investigation audit is conducted in response to a specific grievance, reported incident or substantial information regarding the conformity of the CH and may be performed by the Rainforest Alliance or the CB. Additional costs will be assumed by the TC. If the findings that led to the investigative audit are confirmed, the client will assume the costs of the audit. 5. <u>Extension audit</u>: In case of changes in the scope of a CH that is already certified, an extension audit may be required depending on the scope of the extension (usually additions to the scope). Extension audits shall be performed by the CB of the CH. 6. <u>Shadow audit</u>: A shadow audit is an audit carried out by the Rainforest Alliance to evaluate and monitor the performance of the CB by evaluating the performance of an auditor/audit team as they are performing a CB audit in the field. A shadow audit has not cost to the CH. A shadow audit normally does not have any consequences for the CH. However, the Rainforest Alliance reserves the right to suspend, cancel or not grant a license and require the CB to suspend, cancel or not grant certification in the following cases: <ol style="list-style-type: none"> a. The CH fails to fulfil its obligations as described in the section on Obligations of the CH during any audit.

	<p>b. The Rainforest Alliance identifies any nonconformity with the Rainforest Alliance Standard and Assurance requirements for the CH that jeopardize the credibility of the Rainforest Alliance certification program.</p> <p>The Rainforest Alliance reserves the right to require the CB to follow up on nonconformities identified at the CH.</p>
7.	<p>Review audit: A review audit is an audit carried out by the Rainforest Alliance to evaluate and monitor the performance of the CB by performing an audit to a CH after a CB audit and comparing audit findings of the CB auditor/audit team and the Rainforest Alliance auditor.</p> <p>A review audit normally does not have any consequences for the CH. However, the Rainforest Alliance reserves the right to suspend, cancel or not grant a license and require the CB to suspend, cancel or not grant certification in the following cases:</p> <p>a. The CH fails to fulfil its obligations as described in the section on Obligations of the CH during any audit.</p> <p>b. The Rainforest Alliance identifies any nonconformity with the Rainforest Alliance Standard and Assurance requirements for the CH, that jeopardize the credibility of the Rainforest Alliance certification program.</p> <p>The Rainforest Alliance reserves the right to require the CB to follow up on nonconformities identified at the CH.</p>
8.	<p>Surprise audit: In addition to the certification and surveillance audits, the CB shall carry out surprise audits on at least 10% of the CHs in their portfolio of Rainforest Alliance CHs to verify continuity of conformity of the selected CHs.</p> <p>The CBs shall bear the costs of the surprise audits that are additional to the certification and surveillance audits.</p>

4. SCOPE

- a) TCs that cover different entities in their scope of certification shall take full responsibility that all such actors comply with the applicable standard and requirements.
- b) Byproducts that are not included in the RA certification may not be marketed or processed with RA product declarations.
- c) The scope of the applicable standard requirements from chapters 1, 4.5, 4.6, 5 and 6 shall cover all operations and areas of all entities (farms, sites, subcontractors, etc.) included in the certification scope of the CH. For more information, refer to the section Verification Scope in this document.
- d) The scope of the applicable standard requirements from chapters 2, 3 and 4 (except 4.5, 4.6) shall focus on the crop and activities related to the crop to be sold with a Rainforest Alliance certified claim.
- e) Based on the certification cycle of the CH, different levels of requirements (core or improvement levels) from the Sustainable Agriculture Standard apply. For more information, refer to section Overview of the Improvement Process in the Sustainable Agriculture Standard. To maintain or obtain the certificate, it is necessary to meet the mandatory requirements applicable according to the scope
- f) Some requirements may be added to the scope of the CH voluntarily, those are called self-selected (smart meter) requirements. For more information, refer to the Sustainable Agriculture Standard.
- g) For mandatory smart meter requirements or self-selected smart meter requirements, targets shall be set by the CH. Establishment of the baseline shall be done from the moment the smart meter requirement (including self-selected smart meter requirements) becomes applicable according to the certification cycle of the CH.
- h) An entity is in scope of certification if any of the following apply:
 - i. It is involved in farming activities.
 - ii. It is involved in the physical handling of certified products, such as packing or processing.
 - iii. It purchases and sells certified products. This includes retailers and brand owners.
- i) Entities that are out of scope of certification do not need to register in RACP or get certified. An organization is out of scope of certification if any of the following apply:
 - i. It only stores or transports certified products without making any modification to the product or the packaging.
 - ii. It distributes a final consumer-facing product and does not make any modifications to the product.
- j) The certification scope corresponds to the definition of scope in the applicable standard requirements. For farm, this is the entire farm, though a farm CH may choose to leave geographically separate farm units out of the certification scope if these are only used to produce non-certified crop at all times and are not in the vicinity of farm units with certified crop. Buildings in a farm unit that only deal with non-certified crops may be excluded from the certification scope.

5. CERTIFICATION PROCESS

The following process is described in the Certification and Audit Rules 2020

Step	Description	Responsible Actor
1	<p>The CH creates a certification account in the Rainforest Alliance certification platform (RACP) All CHs that wish to join the Rainforest Alliance certification program shall create a certification account in the RACP.</p>	The CH
2	<p>The CH defines/updates certification scope</p> <ul style="list-style-type: none"> After creating a certification account, all CHs who wish to join the Rainforest Alliance certification program shall fill in and confirm their certification scope in the RACP. Supply Chain CHs shall also submit their Supply Chain Risk Assessment (SCRA) to receive the verification levels for their sites once they have confirmed their certification scope. This information shall be updated at least annually to ensure the certification scope is updated (where necessary) and the applicable annual verification of conformity (see section Verification of Conformity in this document) is initiated. 	The CH
3	<p>The Rainforest Alliance provides/updates list of applicable requirements from the standard and verification levels</p> <ul style="list-style-type: none"> Once the CH has defined and confirmed its certification scope in the RACP, the Rainforest Alliance shall provide the list of applicable requirements through the RACP, as well as the requirements that may be self-selected Once the Supply Chain CH has requested its verification level(s), the Rainforest Alliance shall provide the verification level that applies to each site within the scope of the Supply Chain CH. The Rainforest Alliance reserves the right to update the applicable requirements and/or verification levels with a notification period defined on a case-by-case basis. 	The Rainforest Alliance
4	<p>The CH selects/updates self-selected requirements and smart meters</p> <ul style="list-style-type: none"> The CH shall revise the list of applicable requirements provided by the RACP, choose additional self-selected requirements (if desired) and set smart meter targets. If the scope is not correct, the CH shall correct this in the RACP and confirm the certification scope again. Applicability of standard requirements and verification levels may change. 	The CH
5	<p>The CH chooses a Rainforest Alliance authorized CB</p> <ul style="list-style-type: none"> All CHs who require a CB audit shall choose a CB authorized by the Rainforest Alliance for their certification scope. To request a quotation with a CB, the CH shall share with the CB the Certification Application Form (CAF). CBs may offer quotations to the CH or the CH may request quotations from the CB based on the CAF information. The CH may choose the CB of its preference. However, the Rainforest Alliance reserves the right to assign the CB to the CH in case of risk identified by the Rainforest Alliance 	The CH
6	<p>CU signs agreement with the CH and confirms the scope</p> <ul style="list-style-type: none"> All CHs who require a CB certification audit shall sign a certification agreement¹⁸ with the selected CB and confirm the agreement has been signed¹⁹ in the RACP. This will give the CB access to the certification information of the CH where progress can be monitored and the necessary information for the audit preparation shall be shared. The CB shall verify the information provided by the CH in the RACP and confirm to the best of its knowledge the scope and verification levels of the CH. If the scope or any verification level is incorrect, this shall be adjusted in the RACP by the CH. Changes in scope may result in changes to the applicability of standard requirements, verification levels and audit costs. 	The CH y CU

7	<p>The CH completes implementation of the applicable standard requirements</p> <ul style="list-style-type: none"> All CHs shall implement all applicable requirements from the Rainforest Alliance Sustainable Agriculture Standard for the relevant year of certification that have not been fully implemented yet. This includes self-selected requirements and smart meters if applicable and the mitigation actions defined during the risk assessment process. In countries where there is an Associate Trainers Network (ATN), the CH may use one of the Associate Trainers approved by the Rainforest Alliance. The list of countries where there is an Associate Trainers Network, and the list of approved trainers per country, can be found on the Rainforest Alliance Learning Network. 	The CH																											
8	<p>The CH collects data and verifies its own conformity</p> <ul style="list-style-type: none"> All CHs shall verify their own conformity and that of all entities falling under their responsibility (see Certification options) with all applicable requirements and address any identified NCs. For more information on internal verification conformity, refer to the requirements on Self-Assessment and Internal Inspection in the Standard. 	The CH																											
9	<p>The CB and CH agree on audit dates</p> <ul style="list-style-type: none"> The CB shall indicate the scheduled start date of the audit in the RACP 6 weeks20 before the first day of the audit (certification, re-certification, surveillance). If the date changes, this shall be adjusted in the RACP, no longer than 6 weeks before the first day of the new audit dates. In the event that the audit is planned to take place or takes place longer than 6 months after the confirmation of the scope of the CH, the CH shall update its scope and implement any new requirements that may be applicable based on the scope update before the audit. 	CU																											
10	<p>The CH updates/provides audit preparation or endorsement data</p> <ul style="list-style-type: none"> All CHs shall complete or revise their audit preparation or endorsement data and provide the applicable documents/data from the list below in the RACP at least 4 weeks before the first day of the scheduled audit: <table border="1" data-bbox="277 1039 1268 1543"> <thead> <tr> <th>Document/data</th> <th>Requirement</th> <th>Applicable to</th> </tr> </thead> <tbody> <tr> <td>a. Certification scope information including details of sites, processing units, intermediaries, subcontractors and service providers (provided in the RACP)</td> <td></td> <td>All CHs</td> </tr> <tr> <td>b. Certification Application Form (CAF)</td> <td></td> <td>All audited CHs</td> </tr> <tr> <td>c. SCRA results</td> <td></td> <td>All supply chain CHs</td> </tr> <tr> <td>d. Management plan</td> <td>1.3.2/1.1.3</td> <td>All audited CHs</td> </tr> <tr> <td>e. Self-assessment (provided in the RACP)</td> <td>1.4.2</td> <td>All CHs</td> </tr> <tr> <td>f. Group Member Registry (GMR) (provided in the RACP)</td> <td>1.2.4</td> <td>All farm group CHs</td> </tr> <tr> <td>g. Geodata risk assessment as obtained from the RACP after upload of data (combination of points and polygons as required in the standard) (provided in the RACP). For more information on geodata, see Guidance D. on Geolocation Data Requirements and geodata Risk Maps</td> <td>1.2.12/1.2.13/1.2.14/1.2.15</td> <td>All farm CHs</td> </tr> <tr> <td>h. Indicator data (provided in the RACP)</td> <td>Any applicable requirement with indicator</td> <td>All farm CHs</td> </tr> </tbody> </table> <ul style="list-style-type: none"> The Rainforest Alliance reserves the right to require the CH to provide any of the documents in this list or any other documents related to compliance with a Standard or Assurance Requirement, to be uploaded in the RACP. This information will be available to CUServices on the RACP at least 4 weeks prior to the first day of the scheduled audit. If the information is not complete 4 weeks before the audit, the audit shall be postponed. 	Document/data	Requirement	Applicable to	a. Certification scope information including details of sites, processing units, intermediaries, subcontractors and service providers (provided in the RACP)		All CHs	b. Certification Application Form (CAF)		All audited CHs	c. SCRA results		All supply chain CHs	d. Management plan	1.3.2/1.1.3	All audited CHs	e. Self-assessment (provided in the RACP)	1.4.2	All CHs	f. Group Member Registry (GMR) (provided in the RACP)	1.2.4	All farm group CHs	g. Geodata risk assessment as obtained from the RACP after upload of data (combination of points and polygons as required in the standard) (provided in the RACP). For more information on geodata, see Guidance D. on Geolocation Data Requirements and geodata Risk Maps	1.2.12/1.2.13/1.2.14/1.2.15	All farm CHs	h. Indicator data (provided in the RACP)	Any applicable requirement with indicator	All farm CHs	The CH
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11	<p>The RACP provides audit preparation data to the CB</p> <ul style="list-style-type: none"> For all CB audits, in addition to the information provided by the CH, the Rainforest Alliance shall provide the following, based on level of risk posed to conformity with the standard: <ul style="list-style-type: none"> An audit checklist with the minimum requirements to verify. For all farm CHs: geodata risk assessment based on the geodata provided by the CH. For more information refer to the Annex Chapter 1 and Guidance D. Geolocation Data Requirements and Risk Maps. For all multi-sites: a list of sites and/or processing units to be used to define the audit sample 	RA The Rainforest Alliance																											

12	<p>The CB plans and prepares audit (certification or surveillance)</p> <ul style="list-style-type: none"> • Before each certification or surveillance audit, CU shall plan and prepare the audit incorporating the information provided by the CH in the audit preparation data, and the geodata risk assessment results provided by the Rainforest Alliance. • CU shall provide the audit plan at least 2 weeks before the start date of the audit as specified under chapter 2, in section Audit Planning and Preparation. <p>For more information on the rules that apply for the audit, refer to the section on external verification of conformity below. For more information on the process of the audit, refer to the Auditing Rules chapter in this document.</p>	CU
13	<p>The CB conducts on site audit (certification or surveillance)</p> <ul style="list-style-type: none"> • If during the audit CU finds that any information in the certification scope and SCRA of the CH is incorrect, this shall be adjusted by the CH and any additional requirements resulting from this adjustment shall be met before certification. • The audit may be combined with audits for other certification schemes as long as the requirements are verified according to the Auditing Rules chapter in this document. • During the closing meeting of the audit, CU shall provide the list of NCs identified by the audit team. This list may change after the quality review of CU, in which case CU shall notify the CH of any changes. <p>For more information refer to the Auditing Rules chapter in this document.</p>	CU
14	<p>CU provides a draft audit report to the CH and performs quality review</p> <ul style="list-style-type: none"> • For all audits, CU shall provide to the CH a draft audit report including a description of NCs identified, using the Rainforest Alliance checklist. • The draft audit report shall be provided no later than 3 weeks after the last day of the audit. • After the draft audit report has been completed, the report shall be reviewed by CU through its internal quality management system. • If the quality review reveals any new NCs, CU shall inform the CH and the CH shall close these before the certification decision is taken. • The Rainforest Alliance reserves the right to require the CB to share the results of the CB's internal quality review and require CU to follow up on those results. 	CU
15	<p>The CH resolves nonconformities</p> <ul style="list-style-type: none"> • All CHs that have received one or more NCs shall close at least all NCs with mandatory requirements following the process described under the section Nonconformities and possible consequences of this document. • The timeline for closure of the NCs shall be defined by the CH and CU considering the maximum of 10 weeks after the last day of the audit that is defined for the CH to provide evidence of closure to CU. <p>Note: A Non-Conformity (NC) in any entity covered in the certification scope of a TC (e.g., farm, site, subcontractor, service provider, intermediary, etc.) affects the certification status of the entire CH.</p>	The CH
16	<p>The CB verifies that nonconformities have been resolved and takes certification decision</p> <ul style="list-style-type: none"> • CU shall verify that all the evidence submitted by the CH is sufficient to close the NCs. The CB may conduct an on-site follow up audit if required (for more information see section Follow up audit in this document). • Once the evidence of closure has been verified, CU shall take a certification decision (certification, non-certification, de-certification). • CU shall take the certification decision within the following timelines: <ol style="list-style-type: none"> a. If any NCs were identified: within 12 weeks after the last day of the audit. b. If no NCs were identified: within 4 weeks after the last day of audit. <p>For more information, refer to the section Auditing Rules in this document.</p>	CU
17	<p>The CB provides certification decision and final audit report information to the Rainforest Alliance</p> <ul style="list-style-type: none"> • CU shall submit the certification decision and the final audit report through the RACP within 1 week after the certification decision has been taken. • For all certification and surveillance audits CU shall provide the final audit report in the RACP including: <ol style="list-style-type: none"> a. The certification decision taken. b. The executed audit plan including dates and audit team. c. The CAF d. The final audit findings checklist e. The GMR and/or indicator data in case it there is an updated version after the CH upload. 	CU

	<ul style="list-style-type: none"> f. Validation/non-validation of certification scope and data provided by the CH. g. The certificate and annex (only in case of a positive certification decision) 	
18	<p>The Rainforest Alliance performs data analysis</p> <p>The Rainforest Alliance performs data analysis (manually and/or automatically). These analyses are part of the CH and CB monitoring activities performed by the Rainforest Alliance and may result in additional assurance activities or CB sanctions.</p> <ul style="list-style-type: none"> • The Rainforest Alliance shall perform monitoring activities for all submitted reports and provide an answer to the CB within 1 week after reception submission. 	The Rainforest Alliance
19	<p>CB provides/clarifies certification decision and data to the Rainforest Alliance</p> <ul style="list-style-type: none"> • If requested by the Rainforest Alliance, the CB shall clarify and/or provide additional information on the certification decision and data within 1 week after the request for additional information or clarification. 	CU
20	<p>The CH receives license to use the Rainforest Alliance traceability platform and seal</p> <ul style="list-style-type: none"> • If the certification process and all information is deemed credible by the Rainforest Alliance, a license to use the RA traceability platform shall be issued by the Rainforest Alliance. • Until the license is issued: <ul style="list-style-type: none"> a. The CH shall not sell or ship any product with a Rainforest Alliance certification product claim. b. Any seal approval (see Rainforest Alliance Labeling and Trademark Policy) is not valid without a valid active license in the RACP. c. The CB shall not provide a certificate to the CH. • The Rainforest Alliance reserves the right not to issue a license. In such case, a certification shall not be valid. 	The Rainforest Alliance

Note: The CH shall demonstrate conformity of all entities in its certification scope with all applicable and self-selected requirements as of the following dates:

- a. For CHs that require an audit: on the day of the signature of their certification agreement with an authorized CB or the date of first purchase of certified product up to 3 months prior to the issue date 6, whichever is earlier.
- b. For CHs that are eligible for endorsement: on the day an endorsement⁷ is issued or the date of first purchase of certified product up to 3 months prior to the issue date, whichever is earlier

6. NO CERTIFICATION, CANCELLATION OF CERTIFICATE

- a) CUServices or the Rainforest Alliance may decide to immediately cancel the TC's current Certificate and/or decide not to certify the TC for any of the following or similar reasons.
- b) In such a circumstance, CUServices may request the Rainforest Alliance to prohibit certification for the TC for an indefinite period, based on the audit findings.
- c) These are examples that may lead to immediate non-certification or cancellation:
 - Evidence of fraud, inaction, or cover-up.
 - Bribery and/or intimidation of the auditor.
 - Structural problems with irreversible non-compliant practices, such as the use of a product on the Rainforest Alliance prohibited pesticide list in the production of a crop that is (or should be) certified and can no longer be segregated; loss of traceability of a product that is (or should be) certified; conversion of forests or other natural ecosystems to agricultural production or other land uses that occurred after January 1, 2014; for large farms and/or individual certification, if the conversion comprises more than 1% of the farm's land or more than 10 hectares, the NC will result in non-certification and/or cancellation. In the event that the conversion takes place in a Protected Area, in a manner that violates the requirement in the standard or applicable law, this will always result in non-certification and/or cancellation, regardless of the size of the conversion.
 - For groups: in case any of the above mentioned irreversible non-compliant practices occur in more than 5% and/or in at least 5 of the audited small farms, it is considered a systemic problem and not an isolated case and will result in non-certification and/or cancellation.
 - Systemic failure of the CH's Internal Management System (IMS): this occurs when the management of a CB is not able to ensure the compliance of its group members or other stakeholders under the responsibility of the CB with the requirements of the Rainforest Alliance standard. A NC is considered a systemic failure in case they are not identified by the CH's IMS (Internal Management System) and/or are not addressed by the CH.
 - Serious human rights cases. The Severity Analysis (using the Rainforest Alliance Severity Tool) determines that the identified problem is serious.

- Violations of national, regional, local law or collective agreements.
- If the corrective actions haven't been satisfactorily implemented within the timeframe described in the certification process, CU will not grant certification (i.e., a Certificate will not be issued for the first time or a new Certificate will not be issued after the expiration of the previous Certificate). In addition, in case the TC still has an active Certificate, CU will cancel the TC's certification, following the conditions described below.
- CU Services may decide to cancel the TC's certification by withdrawing its Certificate or issue a no certification for the reasons mentioned above. The cancellation or no certification cannot be lifted. To recertify, the TC must undergo a new certification audit. It is worth mentioning that the TC has the right to appeal the certification decision, which will be indicated below.

7. SUSPENSION

- a) During the validity period of the Certificate, CUServices or the Rainforest Alliance may decide to suspend a TC's Certificate for a period of up to 3 months if there are deviations from the Rainforest Alliance program that require further investigation.
- b) In human rights cases, CU will suspend the active license and certificate if the case is not remedied and a potentially serious problem exists while performing the Severity Test (using the Rainforest Alliance Severity Test, see AR4.4 Severity Test of the Certification and Audit Rules).
- c) While the TC's Certificate is suspended, the TC may not sell or ship its products with the Rainforest Alliance Certificate claim. It starts from the communication of the suspension.
- d) Once CUServices has verified that the underlying reasons for suspension have been satisfactorily addressed, CUServices lifts the suspension of the Certificate and, on behalf of the Rainforest Alliance, lifts the suspension on the RA traceability platform. If after verification by CUServices, the underlying reasons for suspension have not been satisfactorily addressed, CU will immediately issue a cancellation following the conditions described above.
- e) If a TC fails to satisfactorily resolve any Non-Conformity (NC) within the agreed timeframe, CU will make a non-certification decision instead of issuing a suspension.

8. COMPLAINT PROCEDURE

- a) Complaints are based on the services provided by CU to the certificate holder.
- b) CU has a complaint procedure in accordance with ISO/IEC 17065. This procedure is available on the CU websites and is accessible to certificate holders and other interested parties at the following link <https://peru.controlunion.com/es/terminos-condiciones>
- c) The CU website, in the Terms and Conditions section, includes the procedure for complaints/grievances/appeals, as well as the form to complete for each of them. In addition, by using the magnifying glass on the page, by typing the word "complaint" you can find the documents mentioned above.
- d) The procedure includes an e-mail address, a local or national telephone number that can be reached by CU staff during business hours, and a mailing address.
- e) For the RA program, CU can receive complaints in all official languages of the countries in which it has active certificates; and CU's response can be bilingual in English and the local language.
- f) CU guarantees the confidentiality of the whistleblower, unless the whistleblower authorizes CU or the Rainforest Alliance to share the information or the whistleblower publicly shares the information.
- g) CU will follow up on specific complaints as requested by the Rainforest Alliance.
- h) Commercial or proprietary information about the audited operation shall not be disclosed in any public document about the complaint without the written consent of the certificate holder.
- i) CU will respond within 10 calendar days to individuals who submit Rainforest Alliance complaints and inquiries to acknowledge receipt and provide them with information on the next steps in the process and when they can expect an outcome. CU will keep these individuals informed of key findings and provide them with a summary of the outcome of the process when there is a final decision or outcome. If the submission did not include contact information to respond, then the CB must complete the process and register the information on the Rainforest Alliance Assurance Platform. CU will have 30 calendar days to resolve a complaint (including making a certification decision if an investigative audit is conducted). If CU needs additional time, CU will inform the Rainforest Alliance in a timely manner.
- j) CU has a procedure for anonymous complaints, but is not required to investigate the complaint if there is insufficient preliminary evidence or information. Complaints filed on behalf of a group, such as a community or labor organization, must have at least one viable contact person to handle additional communications and inquiries.

- k) CU shall record the actions taken to investigate and resolve the complaint in a digital log. The actions recorded shall include the date the complaint was received, the name and contact information of the complainant, the nature of the complaint, the evidence, the name of the certificate holder involved, the actions taken to investigate the complaint, the findings of the investigations, and the decision made on the complaint.
- l) All reported complaints and incidents and their findings should be analyzed as part of regular quality management system reviews, and necessary adjustments should be made to CU's certification management systems and processes.

9. APPEALS PROCEDURE

Appeals are based solely on any certification decision provided by the CB to the certificate holder.

- a) CU has a procedure for receiving, evaluating and deciding on appeals which can be found at <https://peru.controlunion.com/es/terminos-condiciones>
- b) CU will not resolve appeals by changing the scope of certification to eliminate a problem in the scope of certification granted.
- c) Appeals shall be reviewed by at least two persons who were not involved in the audit or the decision making process related to the certification, who have no conflicts of interest related to the certificate holder and one of whom must be a lead auditor level for the specific scope of certification.
- d) CU must resolve and communicate the outcome of any appeal within 30 calendar days. CU will record the date of the appeal and, eventually, its outcome in RACP and update the status as an appeal process.

10. RAINFOREST ALLIANCE LABELING & TRADEMARK POLICY

The requirements for use of trademarks and RA labeling are established by the Rainforest Alliance. Approval of trademarks and labeling is the responsibility of the Rainforest Alliance, see the following link for [RA Labeling Policy](#).

11. COMMUNICATIONS

Communications to clients on changes to standards, official standards, rules, policies and other certification documents will be communicated to the TC via their CIS account within 2 business days of the date communicated by the RA.

If you have any questions about the AR program, please contact us at: consultasRA@controlunion.com; we will be happy to provide you with an answer.

12. CHANGES CONTROL

Version and date	Description
Version 1,0; 28/09/2023	First version of the document, updated to the new Management System and Version 1.3 RA.