

CHAPTER 1**CERTIFICATION GENERAL RULES
(CGR)****CONTROL UNION SERVICES S.A.C.**

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1. INTRODUCTION

The Certification General Rules (hereinafter “CGR” by its abbreviation in English) explain in a simple way the entire certification process, from contracting to decision making for a program developed by Control Union Services (CU). This document is part of the Terms of Contract, mentioning the rights and duties of the client as well as those of CU; therefore, its applicability is mandatory.

Chapter 1 applies to any of the certification programs that Control Union Services develops, while specific chapters have been developed to clarify aspects of the different programs; therefore, if you apply to a certification program, you will need to be familiar with Chapter 1 and the chapter of the certification program to which you are applying.

This document is available on the website:

peru.controlunion.com

2. SCOPE AND APPLICABILITY

- a) CU provides its services to legal entities, which can be individuals or companies and are called "Client".
- b) CU can provide its services directly through its own office (L1) or through a responsible office (L3) in the world.
- c) CU may subcontract part of its activities to others. In all circumstances it retains the full authority and responsibility to have a contractual agreement with the Client and to grant, maintain, extend, reduce, suspend, or withdraw the certification
- d) CU's GCRs are applicable to all certification programs under the responsibility of Control Union Services.
- e) In the event conflicting rules are found in the client agreement and the CU GCR, the client agreement will override the CU GCR.
- f) CU undertakes to conduct its audits impartially and professionally. CU understands the importance of impartiality in the development of its certification activities, in the management of conflicts of interest and in ensuring the objectivity of the management activities in the certification/audit system.
- g) **Non-Discrimination:** Control Union does not discriminate or exclude from participation in any of the programs managed to any person/company because of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

3. CONFIDENTIALITY

- a) CU and its employees at all levels of the organization, including members of the impartiality committee, subcontractors, staff of external agencies or persons acting on behalf of CU, are obliged to consider all information obtained during their business activities as confidential information.
- b) CU shall not disclose this information to any third party without the client's written consent.
- c) When required to CU, by law or authorization of contractual provisions, to disclose the Client's confidential information, CU will notify the client of said request, unless prohibited by law.
- d) CU is obliged to inform any person about the status of their certification when requested, which is why the directory of certified clients is kept as publicly available information, which contains basic information such as client name, certified product identification, normative document under which it is certified, certification status.
- e) As a client you may disclose confidential information about our procedures and methods to your affiliates (i.e. anyone who directly or indirectly controls you or is under your direct control), your officers, employees or subcontractors only on a basic need to know basis. Disclosure to any third party is prohibited.
- f) Information that is available to the public is not considered confidential information. Or if such information is developed by CU independently of its information or activities; or if such information is disclosed by CU in good faith by a third party that has an independent right to that information; or, when it is agreed between the client and CU (for example, to respond to complaints).
- g) The client information obtained from sources other than the client (for example, from a complaint or from any interested party) will be treated as confidential information, unless both the source of information and the client, give their written consent to disclose it.

4. DEFINITIONS

This document adopts all definitions according to:

- ISO / IEC 17065 General requirements for product certification bodies.

- ISO / IEC 19011 Guidelines for auditing management systems.
- Requirements of accreditation bodies.
- Specific program requirements (which can be reviewed in the specific program chapter)

Audit-related Definitions (ISO19011:2018)	
Audit	Systematic, independent, and documented process for obtaining objective evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.
Combined audit	Audit carried out together at a single auditee of two or more certification programs.
Audit program	Arrangements for a set of one or more audits planned for a specific time frame and directed towards a specific purpose.
Audit Scope	Extent and boundaries of an audit. The audit scope generally includes a description of the physical locations, functions, organizational units, activities, and processes, as well as the time period covered.
Audit Plan	Description of the activities and arrangements for an audit.
Audit Criteria	Set of requirements used as a reference against which objective evidence is compared.
Objective evidence	Data that supports the existence or veracity of something.
Audit evidence	Records, statements of fact or other information, which are relevant to the audit criteria and are verifiable.
Audit Findings	Results of the evaluation of the collected audit evidence against the audit criteria.
Audit conclusions	Result of an audit, after consideration of the audit objectives and all audit findings.
Client (of audit)	Organization or person requesting an audit. Responsible to the certification body to ensure that certification requirements are met, including product requirements. A CU contract partner for inspection and certification programs, with the aim of being inspected and certified.
Auditee	Organization as a whole or parts thereof being audited.
Audit team	One or more persons conducting an audit, supported if needed by technical experts.
Auditor	Person who performs an audit. In some programs it is known as an inspector. For practical purposes in CU they are identified as synonyms.
Auditor trainee	New personnel or qualified auditors in another program who are in training for a certification program; may participate in the audit under supervision of the lead auditor; may ask questions, take notes. Must be mentioned in the audit plan indicating under which role.
Technical Expert	A person who provides specific knowledge or expertise to the audit team.
Observer	Person who accompanies the audit team but does not act as an auditor.
Conformity	Fulfilment of a requirement.
Non-conformity	Non-fulfilment of a requirement.
Competence	Ability to apply knowledge and skills to achieve the intended results.
Definitions related to Product Certification (ISO/IEC 17065:2012)	
Consultancy	Participation in: <ul style="list-style-type: none"> • Design, manufacturing, installing, maintenance, or distributing of a product/process or to be certified. Examples: <ul style="list-style-type: none"> • To prepare or develop manuals/procedures. • To advise, giving instructions or specific solutions for the development and implementation of a management system.

Certification Requirement	Specified requirement, including product requirements, that is fulfilled by the client as a condition for establishing or maintaining certification.
Certification Scheme	Certification system related to specified products to which the same specified requirements, specific rules and procedures apply.
Scope of certification (Certification scope)	Identification of: <ul style="list-style-type: none"> • The products, processes or services for which certification is granted, • Applicable certification scheme, and • Standards and other normative documents, including their date of publication, to which it is judged that the product, process, or services comply.
Scheme owner	Person or organization responsible for developing and maintaining a specific certification scheme.
Certification Body	Third party conformity assessment body operating certification schemes.
Impartiality	Presence of objectivity. It means that there is no conflict of interest, or that they are resolved in a way that does not adversely influence certification activities.
Advisory Council (Impartiality Committee)	Independent group, representing relevant stakeholders, established by CU to safeguard the impartiality of its certification activities, monitor that there are no conflicts of interest, and ensure that the body's decisions are made objectively and free from undue pressure.
Other definitions	
Complaint	Expression of dissatisfaction made by the client, related to the product or service received, where an answer or resolution is explicitly or implicitly expected.
Appeal	Formal request to CU for reconsideration of a certification decision within a certification process or the supplier's request on the conformity assessment object, to reconsider a decision made in relation to said object.
Claim	Formal request for a financial arrangement. Claims are not considered complaints or appeals.
Denunciation	Expression of dissatisfaction or complaint by any person or organization with respect to a CU-certified client, which is insufficiently grounded to be classified as a complaint, but a response is expected. Reports can be anonymous or confidential.
Correction	Action to eliminate a detected nonconformity.
Corrective Action	Action to eliminate the cause of a nonconformity and prevent its recurrence.
Root Cause Analysis	It is the "original" reason for a problem/nonconformity. There are many tools to find the origin of the problem, but the 5 Whys technique is the one that produces the greatest effectiveness in less time and lower cost.
CU logo	It is the graphic representation that identifies Control Union. This logo identifies any company related to the Control Union group.
Conformity Mark	Distinctive given to a product that has been approved as complying with a certification program.
Certification Mark	Property sign of the certification body, intended to be applied to products or services whose quality or other characteristics have been certified by the owner of the mark.
Symbol of accreditation	Sign issued by an accreditation body to be used by accredited OECs to show their accredited status. This symbol includes the accredited activity and the registration number. Clients may not use this symbol.
Client file	Archive of all documents related to the certification of a specific client, which includes digital documents stored in CU's information systems.
Client Agreement	A legally binding agreement between CU and the client, containing the rights and obligations relating to a CU certification program. The contract with the client does not mean that the client is certified.
Certification decision	Decision made by a competent and authorized person of the certification body. The certification decision can be: granting or denial of the certification, extension or reduction of the scope of certification, suspension or restoration, withdrawal or renewal of certification.
Outsourcing	External contracting. Consists of subcontracting another organization to provide part of the certification activities on behalf of CU. Example of subcontracting: test laboratories.

Accredited office (L1)	CU Services, certification body that has the accreditations granted by accreditation bodies for the different certification programs. Is responsible for the correct management of the programs developed in L2 and/or L3 offices.
Critical Office (L2)	It is an office authorized by CU Services (L1), which works under the CU Services QMS and can perform certain key activities such as: <ol style="list-style-type: none"> 1. Initial qualification and maintenance of personnel competence, including trainings. 2. Application review 3. Review and certification decision making
Responsible office (L3)	Worldwide network of offices that can offer CU Services certification programs and perform audits under CU Services QMS.
Pre-audit	Pre-audit's where implementation deficiencies in the program are identified before applying for a formal certification. This does not constitute a consulting service.
Peer Reviewer	An external, independent, and competent person who reviews the audit report prior to the certification decision. Their role is to provide an impartial technical opinion to ensure that the report is consistent, complete, and accurate, guaranteeing the quality, credibility, and impartiality of the process. They cannot be part of the audit team or an employee of the credit union to avoid conflicts of interest.
Fraudulent Activities	These are all behaviors aimed at obtaining, maintaining, or using the certification improperly.
Tampering	Occurs when an object or document is altered with the intention of deceiving or gaining an advantage (the original object/document is kept but modified).
Forgery	Occurs when a fraudulent imitation of an object or document is made (the original is modified, resulting in a copy or simulation).

5. APPLICATION FOR CERTIFICATION AND CONTRACT

- a) If you are interested in any certification program, complete the application form for the specific program, and return it to CU; you can find it on the web or may request it by email.
- b) CU shall evaluate the request to ensure that the information of the client and the product is clear and sufficient, and at the same time, it will allow it to define if it is possible to offer the service. If possible, a financial proposal will be sent (offer letter) that includes the Contract Terms. This proposal includes the time necessary to carry out the audit (according to the different types of audits and the scope to certify).
- c) If agreed, the client returns the signed offer letter. By performing this, the client enters into a service agreement with CU and will be assigned an identification code. The offer letter must be signed by the legal representative of the company or an authorized person with the power to sign contracts.
- d) Once the payment has been made, the audit will be planned based on the program requirements. If necessary, documents will be sent to complete information relevant to the program.
- e) If the program allows it, CU can offer the pre-audit service, which serves to identify deficiencies and the level of compliance of the project, before starting a formal certification process, without having any effect on the process. Once this service is taken, CU proceeds to execute the audit as a regular process, with the difference that at the end only the report with the findings is delivered, thus ending the service.

6. RESPONSIBILITY AND LIABILITY

- a) The client has the responsibility for all production and processing units, products and activities mentioned in the client contract, to comply with the applicable standards. This includes the reliability of the documents and records generated. Client must maintain records not less than 5 years beyond their creation.
- b) The client is responsible for ensuring that the ongoing production of the products that are part of the certification, continuously meet the requirements.
- c) About CU inspection and certification activities, the client will be responsible for the people who work in or for their companies.
- d) CU is responsible for informing the client about changes and/or updates to normative documents or others that are related to the signed contract and the date on which said modifications come into force; this

communication is made through CIS News or Communications. In cases where a transition period has not been granted for the amendment, a three-month transition period will be granted after the change was communicated.

- e) From the day the certification comes into force, the client is obliged to implement the amended documents and regulations; what will be assessed during audits.
- f) The client must not make statements about the certification that are not consistent with its scope, likewise, their product certification will not be used to cause a bad reputation to CU and they will not make statements related to their certification that could be considered misleading or that are not authorized.
- g) Once certified, if the client wished to use the CU logo, it must comply with the requirements established in Annex 2 of this document.

7. RECORDING OF COMPLAINTS AND REMEDIATION ACTIONS BY THE CLIENT

- a) The client shall have on site a clearly identifiable document (procedure) available for complaints from its clients or interested parties.
- b) The client ensures that all complaints received from any party are related to the certified products. Complaints may come from:
 - Any person at any stage of the process (production and processing units);
 - Clients and/or;
 - Third parties
- c) The procedure for complaints shall ensure that complaints are properly registered, studied, and followed up, including a record of actions taken on complaints and any defects found in products or services.
- d) During audits, the auditor shall evaluate the client's handling and control of complaints received.

8. PLANNING

- a) Based on the request, CU shall plan the initial audit and assign a qualified auditor (or audit team) to the program.
- b) If necessary, CU may hire a technical expert to participate in the audit.
- c) If the operation is carried out in a language that is not the auditor's domain, the participation of translators or interpreters may be required. This will be defined since the presentation of the application.
- d) The auditor contacts the client to coordinate the audit date. If there are changes, they must be informed.
- e) During planning, CU must ensure that on the proposed audit execution dates, the client's production/process units have the product to be certified, otherwise, the audit must be planned at another time; unless the program establishes other alternatives; this applies mainly for initial/recertification audits; for follow-up audits, what is established by the certification program will apply.
- f) If necessary, the auditor shall request the sending of documentation prior to the audit.
- g) The auditor shall send an audit plan, with the members of the audit team (if applicable), and/or persons accompanying the audit. The audit plan establishes:
 - Objectives of the audit
 - Audit criteria
 - Scope of the audit, including identification of units, processes to be evaluated
 - Dates and places where the activities will take place, as well as the audit method
 - Duration of the audit
 - Roles and responsibilities of the audit team members and accompanying persons (such as observers, interpreters)
- h) If necessary, the assignment of the auditor or technical expert can be objected by the client but said objection must be justified. If your objection is valid, CU shall reconstitute the team and assign another auditor or expert.
- i) The client must allow the participation of observers as established in the terms of contract.

9. AUDIT

9.1 AUDIT TYPES

Depending on the time of certification, CU applies the following types of audits:

9.1.1 Initial Audit

- It is the client's first audit for a CU certification program.
- In this initial audit, all requirements of the certification program are assessed.
- For some programs, this initial audit should be done in 2 stages:
 - Stage 1: documentary review
 - Stage 2: on-site audit

9.1.2 Surveillance Audit

- a) To maintain the certification, it must be demonstrated that the client continues to meet the program requirements, this is achieved through surveillance activities.
- b) Surveillance activities include on-site audits to verify compliance with program requirements.
- c) **Programs with certification cycles of 1 year:** surveillance audits generally do not apply; unless the program establishes surveillance audits on high-risk products, where a surveillance audit is required after the initial certification is granted.
- d) **Programs with certification cycles greater than 1 year:** surveillance audits are planned after the initial certification has been granted. Depending on the program, there may be 1, 2 or more surveillance audits.
- e) In surveillance audits, not all program requirements may be evaluated; however, other surveillance activities may be planned to verify that the client continues to perform in compliance with the certified standards. For example:
 - Requests from the certification body to the certified client regarding to the certification related matters.
 - Review of statements of the certified client, in relation to its operations (example: promotional material, internet sites).
 - Request for documented information sent by electronic means.
 - Other measures to monitor the performance of the certified client.

9.1.3 Recertification audit

- a) It is the audit to evaluate the continuous compliance with all the requirements of the standard and other regulatory documents.
- b) Recertification audits are scheduled at the appropriate time to allow for timely renewal prior to the expiration date of the certificate.
- c) The renewal activity includes reviewing reports of previous surveillance audits and considers the performance of the client in the most recent certification cycle.
- d) For renewal audits it may be necessary to include stage 1 when there are significant changes; or to carry out the audit in 2 stages to optimize resources, while still meeting the objectives of the certification renewal audit.
- e) For non-conformities, the program establishes deadlines for implementation of the correction and corrective actions. These must be implemented and verified before the expiration date of the certificate.
- f) When certificate renewal activities have been successfully completed prior to the expiry date of the existing certification, the new certification expiry date may be based on the expiration date of the existing certification. The issuance date of the new certificate must be the date of the renewal decision or later.
- g) If the renewal audit has not been completed or the implementation of corrections and corrective actions for non-conformities cannot be verified before the expiration date of the certification, then, the renewal of the certification cannot be recommended, and the validity of the certification cannot be extended. The client will be informed of the consequences.
- h) After the certification expiry, CU may restore the certification within 6 months, provided pending activities for the certification renewal are completed. The effective date of the certificate must be the date of the new certification decision or later, and the expiration date should be based on the previous certification cycle, if allowed by the program.
- i) The previous paragraph will depend on the specifications of the program itself.

9.1.4 Special Audits

a) **Extension of the Scope**

- If the client requests a scope extension to a certification already granted, CU shall conduct a review of the request and determine any audit activities necessary to decide whether to grant the extension.
- These activities can be done together with the surveillance audit.

b) **Audits with short-term notification**

- CU may conduct audits on certified clients through short-term notified visits or unannounced visits, in accordance with the provisions of the contract. It will depend on the specifications of the program.
- These audits are carried out to investigate complaints, in response to changes, or as follow-up to clients with suspended certification, investigations in general, among others.

c) **Sampling audits**

For certain programs it may be required exclusive audits for taking test samples, which may result as part of the audit program or as part of the investigations.

9.2 AUDIT METHODS

The audit methods to be used depend on the audit objectives, scope, and criteria, as well as the duration and location. The development of the audit involves interaction between the individuals of the client and CU, as well as the technology to be used to perform the audit. The following audit methods can be used alone or in combination to achieve the audit objectives and it will depend on the provisions of the certification program the permitted methods to be used.

- a) **Desk audit / Documentary review:** consists of an assessment of documents that have been previously requested to the client. It may reduce the time of the on-site audit.
- b) **Remote audit:** the auditor is in a different facility than the client. There is interactive communication for the audit activities: conducting interviews, observing the work developed, conducting a documentary review with the participation of the auditee. This method requires that the auditee have access to information technology.
- c) **On-site audit:** The audit activities are carried out at the auditee's (client) location. In these audits: there are interviews, assessment forms and documentary reviews that are completed with the participation of the auditee, a sampling is carried out.

9.3 AUDIT CONDITIONS

- a) By accepting any offer made by the Control Union Services, the client enters into an agreement with CU in accordance with the terms and conditions mentioned in the offer letter as well as all other documents (including the terms of the contract) that are applicable or have been declared applicable to the Agreement.
- b) To carry out the audit, unless the program establishes otherwise, the client must ensure that the production units have the product to be certified and that the process units are in process (of the products to be certified) during the audit, otherwise, the audit may be suspended or may not be completed, requiring a new schedule at the client's expense. This applies mainly for initial/recertification audits; for surveillance audits the same guidelines apply unless the certification program establishes otherwise.
- c) If it is not possible to carry out the audit at an appropriate time due to delayed payment, CU has the right to cancel the audit and certification. When payments have not been received for an extended period, after one or more reminders, CU will consider the decision to suspend the client.
- d) If it is not possible to carry out the audit due to safety issues (e.g. in the event of unforeseen natural disasters or political instability), CU has the right to cancel the audit and certification. The judgment is among other things based on internationally (e.g. official statements of ministry of foreign affairs) and national available information. If the audit is cancelled, CU shall inform the client as soon as possible. CU shall decide case-by-case whether the certification can take place based on other information or if the certification must be cancelled.
- e) In the light of extraordinary situations such as a pandemic, CU has developed policies based on the guidelines of the accreditation bodies and scheme owners for the execution of audits and/or certificate extension. (refer to guidelines of each specific program).

- f) If the objectivity of the audit is compromised, the auditor has the right to suspend the audit. Reasons can be for example, the interference of accompanying persons. All costs arising from this case will be charged to the client. Other reasons why the audit may be terminated may be: external factors such as natural disasters, thefts/robberies of the audit team; internal factors such as attempted bribery, proven falsification of documents or threats to the physical integrity of the audit team. The client may also wish to terminate the audit due to disagreement with the development or inappropriate behaviour of the auditor.
- g) If the company decides to be represented during the audit by a representative other than those listed in the application form, it will be necessary to be formalized through a written designation by the legal representative.

9.4 AUDITOR

- a) The auditor shall be able to identify himself with a valid CU identification card.
- b) The auditor operates in conformity with the CU procedures.
- c) The CU auditor shall also respect the CU Code of Conduct/ Confidentiality/No conflict of interests, signed by him.
- d) The auditor cannot perform consultancy, advice or give specific instructions or solutions for the development or implementation of how to resolve a situation/finding.
It is not considered consultancy:
 - To explain the meaning and intent of the certification criteria.
 - To identify opportunities for improvement.
 - To explain the associated theories, methodologies, techniques, or tools.
 - To share non-confidential information on related best practices.
 - Other aspects not covered by the audited program.
- e) **Auditor trainee:** CU is required to train new personnel, for which it may send auditors in training, who will be observers or may participate in the audit under supervision of the auditor. This person will be identified in the audit plan.

9.5 AUDIT EXECUTION

- a) CU has the right to carry out announced and unannounced audits. Unannounced audits would primarily be done based on the general assessment of the risk of non-compliance with the applicable rules. CU has the right to carry out additional audit activities for certification purposes and to charge the costs in addition to the fees as stated in the client contract.
- b) CU has the right to perform audits, including provisions to examine documentation and records, and to have access to relevant client equipment, locations, areas, personnel, and subcontractors.
- c) The CU auditor will start the audit with an opening meeting where he will explain the scope of the audit and the methodology to be followed.
- d) CU has the right to request additional information whenever it believes this to be necessary to guarantee that the regulations are complied with and are verifiable.
- e) CU has the right to investigate complaints reported to it, related to client activities.
- f) CU has the right to request the client the participation of observers during the audits, not limited to scheme owners, accreditation bodies or CU personnel.
- g) CU may require the translation services from the national language to the language chosen by the auditor. In this case, the expenses will be charged to the client.
- h) The supervisory authorities of the countries where CU is registered, may request CU to carry out additional inspections under specific rules intended to verify the compliance of a client's operations with respect to the requirements of the certification program.
- i) The client will provide CU and any authority involved in the certification process (including but not limited to accreditation bodies, scheme owners, observers), access to all areas, equipment, premises, personnel, and units within the scope of the contract.

Specific for programs accredited by SAE (ORG-ECU, GlobalGAP, BAP) and INACAL (RTPO):

- If the client does not accept the participation of observers/representatives of the accreditation body, it will imply the impossibility of granting them an accredited certification or withdrawing it if they already have it.

- For programs accredited by other agencies: it will be evaluated on a case-by-case basis, and the type of action will be determined.
- The client may object to the presence of INACAL representatives if there are well-founded reasons that could question their independence or impartiality.

9.6 AUDIT OBJECTIVE

- a) The scope of the audit is established in the service agreement for the applicable audit and is an identification of:
- Product (s), process (s) for which a certification decision will be issued.
 - Applicable certification scheme; and,
 - The standard and other regulatory documents, including the version under which the compliance of such product, process will be evaluated.
- b) You are obliged to inform CU in case the product or process, units under the scope of CU are also certified by another certification body for the same standard (or have applied for certification with another certification body).
- c) When a client and its subcontractor(s) are assessed by different certification bodies, the client and its subcontractors must accept the fact that the certification bodies can exchange information on the operations by virtue of their contract.
- d) **Product/Comparable process**
- When the standard production process or a product is not available at the time of assessment, for instance, with seasonal products, an assessment of product/comparable process shall be applied.
 - When there is no certified production until the audit, the CU auditor verifies production with product or process that is comparable to the process that lacks the product. This means that the product or process will be determined to have comparable processing and risk characteristics. Thus, declaring that the evaluated process is the same as the process, which will lead to the respective standard equivalence of the product.
 - If a certificate has been granted based on comparable process review, the client is obliged to inform CU prior to the first processing of that product/process. The client must provide CU with the unit identification, product name, batch identification and the start date of the certified production process. This allows CU to plan an additional visit to the certified unit if necessary.
 - Failure to report the first processing in case of a comparable assessment may lead to provisional validity of the certificate, reduction of scope, and ultimately, even the suspension of the certificate, as appropriate. Be aware that it is the client's responsibility to meet the certification requirements.

9.7 CHANGES IN THE AUDIT SCOPE

- a) The client is obliged to inform CU as soon as possible if there is any modification that interferes or could interfere with the compliance of the certification requirements, according to the relevant regulations or which indicate a change in the scope of certification. If these modifications are not reported to CU, the scope certificate loses its validity. Example of these changes may include:
- Legal, business, organizational or ownership status.
 - Organization and management (e.g., key management, decision makers or technical personnel).
 - Changes in product or production method.
 - Contact addresses and production sites.
 - Major changes in the quality management system.
- b) When requesting the addition of new units / products / processes to the scope of certification, it must be done in writing through the application form. CU may take actions such as: update the contract, execute a new audit; said process will be subject to a new certification decision.

9.8 AUDIT TECHNIQUES

The assessment regarding compliance with the applicable requirements can be performed through the following techniques:

- Review of documents

- Interviews
- Sighting
- Sampling and analysis
- Cross-checking information received from all the above.

9.9 SAMPLES

- a) The auditor has the right to take samples during the audit for their respective analysis. These samples will be analysed in laboratories selected by CU. See valid terms of contract, art. 4.5.
- b) The auditor must ensure the chain of custody of the sample, to avoid its deterioration and/or cross contamination until it enters the laboratory so that the test results are not affected.
- c) CU shall carry out the analysis of samples through laboratories that are accredited under rule ISO/IEC 17025 and inform the client as soon as the results are available. You will be informed about the network of laboratories with which we work. By signing the sample sheet, you agree that the sample is sent to the selected laboratory.
- d) If the results of the analyses prove that the applicable regulations are not complied with, they may cause changes in the certification.

9.10 CLOSING MEETING

- a) At the end of the audit, the auditor will hold a closing meeting with those responsible for the client and present the conclusions of the audit.
- b) Please note that the audit results are based on a sample of objective evidence collected.
- c) If non-conformities are identified, the auditor will explain them clearly including the objective evidence, so that non-conformities are understood.
- d) The auditor informs the client of the deadlines for resolving NCs.
- e) If the client expresses interest in continuing with the certification process, CU will inform the client of further actions needed to verify that the NCs have been corrected; this may involve additional audits.

NON-CONFORMITIES (NC)

- a) A non-conformity is the breach of an established requirement.
When the client cannot provide satisfactory evidence for the fulfilment of a requirement, it shall be deemed as non-conformity.
- b) CU will inform the client through the audit report, of the non-conformities evidenced during the audit. In case of doubt on the part of the client regarding the context of a non-conformity, they may contact the auditor for clarification.
- c) Depending on the certification program, NCs have different categories. In general, they can be:
 - **Major non-conformity:** When a requirement is breached, and it directly affects the product.
 - **Minor non-conformity:** When a requirement is breached, but it does not directly affect the product.
 - **Observations:** These are issues that, although they do not constitute a non-compliance with a requirement and therefore, there is no need to resolve them before a certificate is issued; they have a high risk of becoming a NC if they are not addressed.
- d) Depending on the type of NC and the program, the deadlines to resolve the NCs may vary. See specific program rules.
- e) The client may contact CU, to clarify the timeframe to submit corrective actions and to have information on additional assessment activities, to verify that the non-conformities have been corrected; this may include conducting a new audit. If the client agrees, the additional activities required will be executed.
- f) It is desirable that your evidence be sent well in advance of the deadline; otherwise, there will be no opportunity to request corrections if the actions are not considered sufficient for closing. This may result to an unsatisfactory decision.

9.11 CORRECTIONS AND CORRECTIVE ACTIONS

- a) The NCs must be resolved within the deadlines established in the program. A positive certification decision cannot be made when there are NCs pending resolution unless the program indicates otherwise.
- b) The evidence for the closure of NCs must be presented in Spanish or English. If the information is in a language other than those indicated, the client must manage the translation into any of those languages, of the relevant content of the documents provided so that they can be reviewed and understood; otherwise, the evidence cannot be accepted.
- c) To resolve an NC, you must consider the following aspects:
 - **Correction:** set of actions to eliminate the detected non-conformity.
 - **Root cause analysis:** Analysis carried out to find the reason why a problem occurs, a non-conformity.
 - **Corrective actions:** set of actions to eliminate the cause(s) of the non-conformity that has been detected and thus, prevent the recurrence of the same problem.
- d) There are several techniques for conducting a root cause analysis. A simple technique is the "**5 why**": Facing the problem, ask the question why? Once the answer is obtained, ask again why? And so on. The technique is called 5 why, given that generally with 5 why the root cause of the problem analysed is usually reached. However, this is not a fixed rule, the number of questions can be increased depending on the length and complexity of the process that caused the problem.
Example:
Problem: Vehicle won't start (NC)
Why 1? - The battery is dead.
Why 2? - the alternator does not work.
Why3? - the alternator belt is broken.
Why 4? - the alternator belt was well beyond its useful life and was not replaced.
Why 5? - The vehicle was not maintained according to the recommended service schedule (cause of the problem).
- e) Not all problems have a single root cause. When the root cause of the problem is known, it will also be possible to know the actions to be taken so that this problem does not recur.
- f) Evidence of correctness and implementation of corrective actions must be provided for all NCs.
- g) The client must submit for each non-conformity the cause analysis, the correction and the corrective actions together with the evidence of their implementation through the CIS platform or other system indicated for the program; for which a username and password has been provided.

9.12 AUDIT REPORT

- a) During the audit, the auditor shall record his conclusions on standardized audit forms. These forms must be signed by the client or the official representative of the client during the audit visit to acknowledge the auditor's conclusions. If the official representative signs, his signature is only valid if this person is officially registered as authorized to sign within the company.
- b) The auditor shall provide the Certifier and/or whoever is designated for review of the report, all the inspection forms with their conclusions as to the conformity with all the certification requirements.
- c) The findings in the inspection forms shall be evaluated by the certifier and/or whoever is designated for review of the report. If the certifier and/or whoever is designated for review of the report during the review identifies any NC that was not detected by the auditor, the certifier shall contact the auditor for clarification. If the error is confirmed, the auditor shall correct the report and will inform the client about the NC; the client shall submit the actions within the given timeframe.
- d) After the audit has taken place, CU shall send a summary of the assessment to the client without undue delay, especially the evaluation that conforms to the specific requirements of the program. The client has the right to object to the content of the report within a maximum period of 6 weeks after it has been sent by CU (postmark date) or from the date on which the auditor delivered the results of the inspection.
- e) CU has the right to charge a fee for providing copies of the reports, as well as carrying out other services if the client involved allows it.

10. CERTIFICATION DECISION

- a) The certification decision will be made by the certifiers who are people under a CU contract, who have not participated in the audit process and have knowledge of the certification program, which gives them the necessary competence for this activity.

- b) For decision making, the certifier shall consider the following aspects:
 - The information provided by the client in the application and contract.
 - An impartial review of the results and conclusions of the assessment.
 - Any NCs registered, identified causes, corrections and corrective actions implemented.
 - Test results (if applicable).
 - Any other relevant information, e.g., public information, etc.
- c) After the review, CU shall make a certification decision. Which could result in:
 - Positive decision: grant, maintain, extend, or restore the certification.
 - Negative decision: reduce, suspend, withdraw, or deny the certification.
- d) Any of these decisions will be informed to the client.
- e) For a positive decision the following conditions must be met:
 - The product/unit is within the scope and request.
 - All the requirements of the certification program have been fulfilled.
 - The audit results are positive.
 - NCs are closed on time (as specified in the program).The certifier shall issue a scope certificate (see 10.6).
- f) In case of scope change, the certifier extends or reduces the certified scope and issues a modified certificate.
- g) If the decision is negative, the client has the right to appeal (see number 13).
- h) CU has the right to publish the lists of its certified, suspended clients or withdrawn certified clients; as well as the type of production/product processing activities, standards or regulations under which the certification has been issued.

10.1 CERTIFICATES AND SCOPE CERTIFICATE

- a) The issuance of the certificate is carried out if: a decision has been made to grant, maintain, or extend the scope of the certification.
- b) The certificate and its scope of certification is only valid if signed by the Managing Director of CU or a person who has been authorized for it by the Managing Director.
- c) The certificate is issued digitally and has an authorized digital signature. If the client desires a hard copy version of the certificate, the digital certificate will be printed on CU letterhead.
- d) CU shall renew the certificate and its scope within the timeframe indicated in the applicable standards if the circumstances are not in conflict with the applicable regulations, the client's contract continues, and the financial responsibilities are fulfilled.
- e) The client shall keep the valid certificate issued in its records.
- f) CU has the right to request clients to return any certificates (e.g., scope certificates, Import / Transaction Certificates), as these are legally owned by CU.
- g) CU shall keep in its records, a copy of the certificate and its scope.
- h) The certificate and its scope shall include an indication of:
 - The name and address of the client.
 - The client identification number.
 - The certified products and related units.
 - The applicable certification program.
 - The standards, regulation or other normative documents to which each product, production unit, or processing unit is certified.
 - The effective date of certification and/or place and date of issue of the certificate.
 - Hologram.
 - Any applicable program specific indications.
 - Accreditation symbol (if applicable)
 - Logo of the certification program (if applicable)

10.2 SCOPE EXTENSION

- a) To extend the scope of the certification, the client must complete a new application and communicate it to CU.
- b) CU shall apply the relative contracting procedure according to the situation.

- c) The cost of the extension will be based on the nature and work program.
- d) After a successful audit and later review, CU shall issue a certification decision, updating the existing certificate.

10.3 SUSPENSION OF THE CERTIFICATE

- a) Certification will be suspended in cases where, for instance:
 - The product/process does not meet the certification requirements.
 - NCs have not been corrected on time (or when it is not possible to correct major NCs).
 - The certified client does not allow surveillance or recertification assessments to be performed at the required frequencies, or investigative audits.
 - It has been discovered that the client makes incorrect use of the certificate and/or logo or certification mark, and this has not been solved to the satisfaction of CU.
 - The client has voluntarily requested its suspension.
 - The client does not comply with the payments after reminders.
- b) CU shall inform the client in writing of the suspension, indicating at least: start date, duration, and justification for the suspension; and the actions necessary to lift the suspension and re-establish certification. The suspension period is determined on a case-by-case basis and/or in accordance with the provisions of the certification program, but in most cases will not exceed 6 months.
- c) If the certificate expires during the suspension period, the certification will be terminated.
- d) During the suspension, the client may not sell by referring to their certification and may not make use of the certification mark on the products affected by the suspension.
Client must discontinue the use of all advertising materials/statements that refer to the certification.
- e) The database of certified clients will be updated with the status corresponding to their project.
To release the suspension, a re-assessment audit may be required to verify the implementation of corrective actions.
- f) Once the conditions for release of the suspension are met, the suspension will be lifted, and the client shall be notified. However, if the conditions are not met, the certificate will be withdrawn.
- g) Once the suspension is re-established, the necessary modifications will be made to the formal documents and public information, authorizing the use of trademarks, etc.

10.4 REDUCTION OF SCOPE

- a) Scope reduction may occur at the request of the client or because of a non-compliance affecting a part of the certified scope.
- b) When the scope is reduced, the client is informed through the report (if applicable) and certification document.
- c) CU will make the necessary modifications to the certification documents, public information, trademark use authorizations, client database, etc., to ensure that the scope is reduced.

10.5 CERTIFICATE WITHDRAWAL

- a) The certificate can be withdrawn either for a sanction (e.g. when the problems that led to the suspension have not been resolved within the established timeframe), for serious non-compliance (See Terms of Contract P12.CONTR.A01 clause 5.12 b), or for proven false information.
- b) When certification is withdrawn due to a sanction, if the client wishes to resume certification once the certificate has been withdrawn, a new certification process must be initiated (initial certification), or according to program specifications.
- c) In the case of serious non-compliance or when the client is found to have engaged in fraudulent activities, such as submitting false information or tampering with documents, without limitation to these examples, the certificate is withdrawn, the client will not be able to reapply for certification.
- d) When certification is withdrawn, the client must take actions as directed by CU, including but not limited to: discontinuing the use of the certification in all marketing materials and not making statements that contain any reference to its certified status.
- e) CU will make the necessary modifications to documents, public information, trademark use authorizations, etc., to ensure that the scope has been withdrawn; this will be clearly communicated to the client.

- f) Withdrawal decisions related to sanctions may be appealed by the client in accordance with chapter 13.2 of this document. Withdrawal decisions for serious non-compliance (see Terms of Contract P12.CONTR.A01 clause 5.12 b) on web page) or for proven false information are not appealable.

10.6 RESIGNATION FROM CERTIFICATION

- a) When the client decides that it no longer wishes to continue with the certification, CU updates the information system and issues the letter of resignation and termination of the contract to the client.
- b) CU shall assess whether the client has fulfilled its financial obligations and will inform the client in writing about the resignation procedure.
- c) As of the date of resignation the certificate is no longer valid, and CU will make the necessary modifications to documents, public information, trademark use authorizations, etc., to ensure that the scope subject to the resignation has been withdrawn.

10.7 MAINTENANCE OF THE CERTIFICATION

- a) To maintain certification, the client must demonstrate that continues to comply with the requirements of the certification program for which it is certified; this is done through audits.
- b) CU shall plan any of the following types of audits as required by the program: (see types of audits in section 9.1)
 - Surveillance or follow-up audits
 - Recertification audit
 - Special audits: scope extension, unannounced or sampling, among others.

10.8 INVALIDITY, DUPLICATES OF CERTIFICATES AND TRANSLATIONS

- a) From the moment of termination of the client's contract, the issued scope certificate becomes invalid. In the event of invalidity of a certificate, CU is entitled to notify purchasers, conformity assessment bodies, competent authorities and other interested third parties.
- b) For certificates issued in hard copy; CU can issue a new certificate at the client's request, which will incur an additional cost.
- c) CU has the right to confirm the validity of certificates that are issued by CU at the request of third parties, without prior permission from the client.
- d) **Translations:** CU may issue the report and/or certificate in a language other than the stated language at the request of the client; this service is not included in the annual fee.

11. ACCREDITATION

- a) CU is accredited and recognized by:

Organism	Country	Program
SAE AGROCALIDAD	Ecuador	<ul style="list-style-type: none"> • Instructivo para Promover y Regular la Producción Orgánica – Ecológica – Biológica en el Ecuador (Registro Oficial N° 34 del 11 de Julio del 2013 y Resolución DAJ-20133EC-0201.0099). • Global G.A.P • BAP
INACAL SENASA	Peru	<ul style="list-style-type: none"> • Reglamento Técnico para los productos orgánicos DS. 044-2006-AG
ONAC Ministerio Agricultura Colombia	Colombia	<ul style="list-style-type: none"> • Resolución No. 187 de 2006 por la que se adopta el Reglamento para la producción primaria, procesamiento, empaçado, etiquetado, almacenamiento, certificación, importación, comercialización de productos agropecuarios ecológicos (Sello Ecológico Colombiano) • Resolución 199 de 2016
INN SAG	Chile	<ul style="list-style-type: none"> • Ley No. 20.089 • NCh 2439-2004

ASI NA	Estados Unidos	<ul style="list-style-type: none"> • Aquaculture Stewardship Council (ASC) • Marine Stewardship Council (MSC)
ANAB	Estados Unidos	<ul style="list-style-type: none"> • IFS Food, Pac Secure • Primus GFS • CanadaGAP • GlobalG.A.P PHA • GOTS • Textile Exchange
ONA SENAVE	Paraguay	<ul style="list-style-type: none"> • Reglamento de los Procesos de la Producción Orgánica de Origen Vegetal en Paraguay. Resolución 143/11-Senave
OGA	Guatemala	<ul style="list-style-type: none"> • Reglamento Técnico Centroamericano RTCA 67.06.74:16

- b) CU makes the accreditation certificates available to the public on its website.

12. USE OF INDICATIONS AND SYMBOLS

- From the moment CU has issued the scope certificate, the client is entitled to use indications, statements and symbols as referred to on the scope certificate, on products or about processing activities as mentioned on the scope certificate.
- The use of indications that refer to the certified production method or to CU is allowed, after the concerned scope certificate has been issued.
- Labels and use of the logo and/or certification marks according to the programs, will be evaluated during the audit.
- The use of labels, logos and/or certification mark must be made in accordance with the program specific requirements.
- Certified clients are entitled to use the CU logo/certification mark according to the requirements described in Annex 1 of this document.
- Control Union includes in its certificates the authorized accreditation symbol. However, clients are **prohibited** from using it and/or to refer to their Accredited Status, in their publications, commercial or transactional documents; otherwise, they will be sanctioned.
- Incorrect references to the certification program, e.g., the use of trademarks/logos or any other mechanism to indicate that a product is certified; in the documentation, product and/or advertising, give rise to CU requesting the necessary actions to ensure compliance. Otherwise, the sanctions established by the program or by CU, will apply. Actions will depend on the severity of the breach, the impact of the non-compliance and the intentionality.

13. COMPLAINTS, APPEALS, CLAIMS, DENUNCIATIONS

The format for complaints, appeals, claims and denunciations is available to any interested party on the CU website (peru.controlunion.com), in the Grievances and Appeals Section.

Complaints, appeals, claims and denunciations are always received to the email calidad.peru@controlunion.com, in writing in Spanish or English; except for those related to the Rainforest Alliance program, which will be accepted and managed in all the official languages of the countries where they have active certificates. If it is a language other than Spanish or English, the answers will be handled bilingually (Spanish/language or English/language).

Complaints, appeals, claims or denunciations can be sent directly by the client to the CU quality area, or they can be received by any CU official, who must immediately resend them to the quality area.

Specific for PrimusGFS: if the client/complainant requests a more complete explanation of the procedure, he/she may request it by email to calidad.peru@controlunion.com and a digital copy of this procedure will be provided.

When a complaint, appeal, claim or complaint is not accepted, the sender will be informed in writing stating the reasons. Only those that are admitted will follow the procedure established in the procedure.

13.1 COMPLAINTS

- a) The complaint must be received within 6 (six) weeks after the event that gave rise to the complaint. If the complaint is incomplete, CU may consider the complaint inadmissible and refuse to handle it.
- b) In case a client presents a verbal complaint and cannot register it in writing, a CU official will take notes on all the information given and mail them to the client for confirmation of the information. Once the information is confirmed, the official must send it to calidad.peru@controlunion.com.
- c) All personnel in charge of handling the complaint will be different from those who were involved in any of the certification activities related to the complaint. Any member of staff including those acting in a managerial capacity, who has provided counselling to or has been hired by the client in question within a period of 2 years prior to the filing of the complaint; will not participate in the review or approval of the resolution of the client's complaint.
- d) A CU employee confirms receipt of the complaint in writing, within 10 calendar days of receiving it. This confirmation must indicate at least:
 - Its admissibility if the complaint is related to activities for which CU is responsible.
 - Deadline for complaint management, maximum 30 calendar days from confirmation of receipt, (desirable to be resolved before this time).
 - Person assigned to respond to the complaint.
- e) The person assigned will collect and verify all necessary information (to the extent possible). CU will attempt to seek a timely resolution of the complaint and will take any subsequent action necessary to resolve it.
- f) The person assigned will inform the complainant if the participation of the owner of the scheme or another entity is required for the investigation.
- g) When necessary, the assigned person will keep the client informed of the progress in the evaluation of the complaint, especially if the indicated term is at risk of being exceeded.
- h) If the complaint cannot be resolved within the indicated time, the client will be informed of the need to extend such term.
- i) The person in charge of the complaint informs the complainant of the results in the established time (for CanadaGAP see table). The response to the complaint is sent by means of a formal letter to the complainant.
- j) The presentation, investigation and decision on the complaint may not, in any case, give rise to discriminatory actions against the complainant.
- k) If the client does not agree with the results, the client may present a new complaint, only once, which will be managed by a higher instance within a period of 30 calendar days; after which a written response will be issued. CU will automatically terminate the complaint process at the end of such 30 calendar days.
- l) Consider the following specific requirements for the programs:

Program	Description
ASC	<ul style="list-style-type: none"> • All complaints and appeals must be reported to ASI annually, not less than 42 calendar days prior to the on-site assessment, using Form No. 4 Log of Complaints, concerns, and objections. ASC and ASI should be kept in copy. • In case of suspension or withdrawal of the CU accreditation, all registered matters must be sent to ASI and ASC as part of the suspension or withdrawal process, using Form No.4, not later than the final date of accreditation. • In the event CU and the complainant cannot reach an agreement in terms of CU's procedures, the complainant may submit a complaint to the ASI accreditation body directly at dispute@asi-na.org. The procedure is available at https://www.asi-na.org/s/complaints. In case of complaints related to the ASC organization, its standards, etc., not related to the certification process, the ASC complaints procedure available on its website can be used: http://www.asc-aqua.org. On the Control Union Services website, ASC program, complainants are encouraged to submit copies of their complaints directly to ASC at: complaints@asc-aqua.org; or to the following addresses, correspondence: Aquaculture Stewardship Council, Daalseplein 101, 3511 SX Utrecht, The Netherlands.

MSC	The investigation and resolution of the complaint must be managed within a maximum period of 3 months; which may be deferred until the objection process is complete in cases where the matter of the complaint is being considered through said process.
GlobalG.A.P	In case CU and the appellant cannot reach an agreement in terms of the Control Union procedures, the appellant can direct his appeal to the GLOBALG.A.P Secretariat through the of GLOBALG.A.P. Incident/Claims Form, available on the web www.globalgap.org .
IFS Standard	<p>The following steps and times must be met for the IFS Food/Pac Secure program on complaints received from clients:</p> <ul style="list-style-type: none"> • Letter confirming receipt of complaint: maximum five (5) business days from receipt. • Issue of an initial response: within ten (10) business days after receiving the complaint (under the assigned person’s responsibility). • Definitive response to the claim after an exhaustive investigation: maximum twenty (20) business days from receipt of the complaint. <p>Complaints received directly by IFS Management:</p> <ul style="list-style-type: none"> • If it concerns the quality of IFS assessments or the content of IFS assessment reports, the cause and corrective actions to remedy the problem must be submitted within ten (10) business days. • If it concerns administrative errors, for example in IFS assessment reports, IFS certificates, or the IFS Database, a statement must be submitted and the problem corrected within five (5) business days. <p>Statements are issued in writing by email.</p>
CanadaGAP	<p>The complaint handler will inform the client of the results, including asking the client and/or complainant whether and to what extent the subject of the complaint and its resolution will be made public.</p> <p>Where the interpretation of the standard by CU, client and/or accreditation body is necessary to resolve a complaint, CanadaGAP will provide qualified expert opinion to clarify, explain or interpret the technical requirement.</p> <p>In case CU does not respond adequately, the claim can be addressed to the CanadaGAP Program c/o 245 Menten Place, Suite 312, Ottawa, ON K2H 9E8 or to the accreditation body ANAB-ANSI.</p>
Fair Trade USA	If CU and the client do not reach an agreement to resolve a complaint or appeal; the client may submit their complaint or appeal directly to Fair Trade USA, using the Fair Trade USA Complaint Form available on their website (https://www.fairtradecertified.org/report-an-issue).
GOTS	All complaints and appeals must be reported to GOTS annually.
RSPO	<p>Complaints must be reported to ASI within seven (7) days of receipt from any interested party related to the competence of your auditor or to the outcome or implementation of a certification assessment.</p> <p>The resolution of the complaint must be managed within a period of 60 days, if it is not possible to resolve within that period, ASI will be informed. In addition, the complainant should be informed about the ASI Grievance Procedure (website).</p> <p>If the complaint relates to a client's compliance with the standards, the complaint will be referred to the RSPO Grievance System.</p> <p>If the complaint concerns a client's RSPO membership conditions, it will be reported to the RSPO Secretariat if a resolution was not achieved within 60 days.</p>
Rainforest Alliance	In case the complaint is a decision made by CU, the client will have to agree to first follow CU's complaint procedure, if this does not resolve the complaint, they can submit it through the Rainforest Alliance complaint procedure. The client agrees that it will only take legal action against the Rainforest Alliance after it has fully exhausted its administrative remedies in accordance with the CU and Rainforest Alliance complaints and appeals procedure.
FLOR VERDE	If a client or interested party has a complaint against CU or a certified producer and wishes to submit it directly to Florverde Sustainable Flowers, they may do so using the complaint form,

	which can be downloaded from the Florverde website at https://florverde.org/contacto/ , and send it to florverde@florverde.org . The Technical and Administrative Secretariat FSF will evaluate the complaint and proceed according to Florverde's Complaint Procedure, also published on its website at https://florverde.org/contacto/ .
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13.2 APPEALS

- a) The Contract Terms (art. 13) establishes the following, in relation to appeals:
 - The appeal requests for a reconsideration of a decision made in relation to the subject matter of the audit in question.
 - The deadline to receive the appeal, six (6) weeks after the certification decision.
 - Client can send appeals in writing only to the office of Control Union Services in Lima.
- b) If the appeal is incomplete, CU may reject it and not handle the appeal.
- c) A CU employee confirms receipt of the appeal in writing, within 10 calendar days of receipt. This confirmation must at least indicate:
 - Its admissibility, if the appeal is related to the audit certification decision in question,
 - Term to manage the appeal from the confirmation of receipt (preferably it will be resolved before 3 months),
 - Person assigned to answer the appeal.
- d) The person assigned will inform the appellant in case the participation of the scheme owner or another body is required for the investigation of the appeal. CU may decide to consult the Advisory Council.
- e) When necessary, the assigned person will keep the appellant informed of the progress in the evaluation of the appeal, especially if the indicated period is at risk of being exceeded.
- f) The designated person will notify the appellant in writing of the result and completion of the appeal process within a maximum period of 3 months after receipt of the appeal. The response to the appeal is sent by means of a formal letter to the appellant.
- g) In case the client does not agree with CU's decision, the client may submit a complaint within a maximum period of 30 calendar days, and CU will proceed with what is stated in 13.1. If no objection is filed, the appeal process will be automatically concluded.
- h) Consider the following program-specific requirements:

Note: client disagreements regarding findings during the audit are not considered as appeals and must be resolved between the client, auditor, and certifier, since no certification decision has been made.

Program	Description
ASC	In case CU and the appellant cannot reach an agreement in terms of the Control Union procedures, the appellant can file a complaint with the accreditation body ASI, directly at dispute@asi-na.org . The procedure is available at https://www.asi-na.org . In case of complaints related to the ASC organization, its standards, etc., not related to the certification process, the ASC complaints procedure available on its website can be used: http://www.asc-aqua.org or writing to complaints@asc-aqua.org ; or to the following addresses: Aquaculture Stewardship Council, Daalseplein 101, 3511 SX Utrecht, The Netherlands.
MSC	The time frame for resolution of the appeal may be deferred until the objection process is complete in cases where the matter of the appeal is being considered through the objection process.
GlobalG.A.P	In case CU and the appellant cannot reach an agreement in terms of the Control Union procedures, the appellant can direct their appeal to the GLOBALG.A.P. Secretariat through the GLOBALG.A.P. Incident/Claim Form, available on the website www.globalgap.org .
Rainforest Alliance	CU will resolve and communicate the outcome of any appeal within 30 calendar days, as well as record the date of the appeal and, if applicable, its results in the RACP and update the status as an appeal process. Appeals will be reviewed by at least two individuals who have not been

	<p>involved in the audit or decision-making process related to certification, who have no conflict of interest with the certificate holder, and one of them has the level of lead auditor for the specific certification scope.</p> <p>The client agrees that it will only take legal action against Rainforest Alliance after it has fully exhausted its administrative remedies in accordance with CU's and Rainforest Alliance's complaints and appeals procedure.</p>
IFS Standard	<p>The following steps and times must be met for the IFS Food/Pac Secure program on appeals received from clients:</p> <ul style="list-style-type: none"> • Letter confirming receipt of appeal: maximum five (5) business days from receipt. • Issue an initial response: within ten (10) business days of receiving the appeal (under the assigned person's responsibility). • Definitive response to the claim after an exhaustive investigation: maximum twenty (20) business days from receipt of the appeal.
CanadaGAP	<p>The appeal handler will inform the client of the results, including asking the client and/or complainant whether and to what extent the subject of the appeal and its resolution will be made public.</p> <p>Where interpretation of the standard by CU, client and/or accreditation body is necessary to resolve an appeal, CanadaGAP will provide qualified expert opinion to clarify, explain or interpret the technical requirement.</p> <p>In case CU does not respond adequately, the claim can be addressed to the CanadaGAP Program c/o 245 Menten Place, Suite 312, Ottawa, ON K2H 9E8 or to the accreditation body ANAB-ANSI.</p>
Fair Trade USA	<p>If CU and the client do not reach an agreement to resolve a complaint or appeal; the client may submit their complaint or appeal directly to Fair Trade USA, using the Fair Trade USA Complaint Form available on their website. (https://www.fairtradecertified.org/report-an-issue)</p>
GOTS	<p>All complaints and appeals must be reported to GOTS annually.</p>
NOP	<p>The procedure laid down in the certification rules of the specific programme is followed.</p>
ORG Ecuador	<p>The rejection of an application may also be appealed. Appeals must be filed within 30 days of the date of notification and must include a copy of the adverse decision and a statement of the appellant's reasons for believing that the decision was not admissible or in accordance with the regulations, policies, and procedures established by the Authority.</p>
FLOR VERDE	<p>If the client considers that CU's response has been inadequate or has not been provided within the time frame established in the procedure, the complaint may be addressed to the Technical and Administrative Secretariat of Florverde Sustainable Flowers, which will determine the procedure to be followed.</p>

13.3 CLAIM

- If you wish to submit a claim, complete the form available on the web.
- A claim must always be based on an appeal filed by the client. Other type of claims will be considered inadmissible and will not be processed.
- CU will evaluate the information and determine if the claim is admitted or not, being able to find a commercial solution. The person assigned by CU confirms receipt of the claim in writing, within 10 calendar days of receipt.
- A claim must always be submitted in writing and clearly identifying the person or entity making the claim.
- CU is not responsible for any claim related to indirect or consequential loss, including loss of profits and/or loss of future business and/or loss of production and/or cancellation of contracts entered by the client.

13.4 DENUNCIATIONS

- a) Denunciations must always be submitted in writing and preferably identifying the person or entity expressing denounce. Denunciations on behalf of a group, such as communities or a union organization, should have at least one contact person to manage communication and other investigations.
- b) A denunciation must have sufficient elements to be able to initiate an assessment of it and determine the actions to be taken; otherwise, CU is not obliged to investigate. These elements are:
 - Information that allows CU to have an initial view of what happened.
 - Support of the alleged offense committed that is reported.
 - Identification of the presumed or possible perpetrators.
 - Data of those who have had knowledge of such facts.
- c) If the denunciation has sufficient information, CU makes an assessment and determines the actions to be taken.
- d) All personnel in charge of handling the complaint will be different from those who were involved in any of the certification activities related to the denunciation. Any member of staff including those acting in a managerial capacity, who has provided counselling to or was hired by the client in question within a period of 2 years prior to the filing of the denunciation, will not participate in the review or approval of the resolution of the client's denunciation.
- e) CU will confirm receipt of the denunciation in writing within 10 (ten) calendar days after receiving it. This confirmation must indicate at least:
 - If the denunciation refers to certification activities for which CU is responsible and is therefore admissible.
 - a deadline to deal with the denunciation.
 - person responsible for handling the denunciation.
- f) The responsible assigned will collect and verify all necessary information (to the extent possible). CU will attempt to seek a timely resolution of the denunciation and will take any subsequent action necessary to resolve it.
- g) The assigned person will notify the interested party in writing of the result and ending of the denunciation treatment process and the motivation for the decision within three (3) months following receipt of the denunciation.
- h) The assigned person will keep the interested party informed of the progress in the evaluation of the denunciation, especially if the indicated term is at risk of being exceeded. This information will be done in writing through a formal letter.
- i) Any denounce that has gone through a handling process and concerns a certified client should be addressed to that CU's certified client at an appropriate time. If required by the interested party, the anonymity of that party must be withheld and CU must determine, together with the certified client and the interested party, to what extent the subject of the denunciation and its resolution will be made public.
- j) The presentation, investigation and decision on denunciations may not in any case give rise to discriminatory actions against the interested party.

14. FINAL PROVISIONS: DOCUMENTS AND PUBLICATION

- a) The documents that will be used in all documentation, regulation and communication will be Spanish and/or English, unless otherwise agreed or otherwise mentioned in an individual document.
- b) CU will make all regulatory documents mentioned in this GCR, available on its website.
- c) CU is entitled to modify CU's documents and rules and will publish them for the existing clients, as amendments.

15. CASES NOT COVERED BY THESE RULES

- a) CU's Managing Director is the one who will take decision in all cases that are not covered by this GCR or by any other applicable regulation or agreement.

16. POLICY REGARDING PROJECTS FROM OTHER CERTIFICATION BODIES

- a) This article describes the general policy of CU if a project that has already been audited and/or certified by another certification body or is currently being audited and/or certified by another certification body, decides to apply to the certification with Control Union Services.
- b) The client must indicate in the CU application form if its project has been previously audited and/or certified by another certification body or if it is currently audited and/or certified by another certification body.
- c) If such information is indicated in the application form, the CU certifier and/or the Program Manager, will contact the previous/current certification body in writing, regarding the following:
 - Inform CU will evaluate the farmers/units
 - Asking for the latest certificates issued, reports, non-conformities, farmers' lists and any other pertinent information.
- d) Upon receiving the information, CU will evaluate it with special attention in any open non-conformity.
- e) Prior to CU's positive certification, all pending conditions or non-conformities placed by the previous/current certification body shall be evaluated and closed.
- f) Regardless of the information received, CU always carries out its own full on-site inspection in relation to the applicable standard. Information received from the previous/current certification body can never replace CU's own assessment of the project.
- g) The CU certifier will decide on the status of the project, based on the conclusions of the CU auditor and in accordance with the CU procedures.
- h) The certifier shall never deviate from CU procedures or less, change the type or possible time frame of any non-conformity for its decision to be in line with the decision of the previous/current certification body.

17. PARTICIPATION OF SCHEME OWNERS IN CU AUDITS

CU allows the participation of representatives of scheme owners or accreditation body personnel who are not part of the assessment team as observers.

18. CHANGE CONTROL

Version and date	Description
Version 1.0; 21/04/2023	First version of the document due to restructuring of the SGC.
Version 1.1; 19/05/2023	See highlighted text in section 13.1 l) ASC.
Version 1.2; 11/07/2023	Clarification of suspension period in 10.1 b).
Version 1.3; 05/02/2024	Updates are made in sections: 9.3; 10; 10.1; 13.1; 13.2
Version 1.4; 26/09/2024	Sections 10.2; 13.2 updated.
Version 1.5; 22/10/2024	Sections 4 y 5 updated.
Version 1.6; 08/11/2024	Updates in section 2, 6 and 10.5
Version 1.7; 18/11/2024	Sections 9.9 b) updated.
Version 1.8; 28/05/2025	Section 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 11, 13.1 and 13.2 are updated. Highlighted in gray
Version 1.9; 24/06/2025	Section 10.5 and 10.6 are updated (highlighted in gray)
Version 2.0; 01/08/2025	Section 13, 13.1 y 13.2 are updated (highlighted in gray)
Version 2.1; 07/11/2025	Sections updated: 4, 10.1, 10.5, 11, 13.1, 13.2.
Version 2.2; 19/03/2026	The definitions of Fraudulent Activities, Tampering, and Forgery are added, section 10.5 Certificate Withdrawal is revised, and section 13.1 in the RSPO table is supplemented.

ANNEX 1: CONDITIONS FOR USE OF CU CERTIFICATION LOGO

Introduction:

This document describes the conditions regarding the publication and use of certification/conformity marks that CU clients (the certification holder) can make with a valid certificate.

a. When the logo can be used:

1. The certificate holder can only make use of the logo with respect to the current issued certificate and will not make or allow any misleading statement related to the certification and will not imply that the certification applies to activities that are outside the scope of certification.
2. The certificate holder can use the CU certification logo; it must be approved by the local office (see sample below).
3. In the event that the validity of the certificate has expired, whatever the reason, the certificate holder must immediately discontinue the use and/or distribution of promotional material on which the logo is printed.

b. Where the logo can be used:

1. The certificate-holder can use the certification-logos on letterheads, brochures, and other promotion-material.
2. **For product certification:** CU logo can be used on the product, packaging, product samples or any other declaration concerning a product, if clients comply with the requirements set out in this document and have a valid product certificate.
 - The logo can also be used on the secondary packaging, being understood as that designed to constitute a group of primary packaging, used solely with the purpose of protecting them and to facilitate its handling.
 - The use of CU certification logo on product labels or packaging must be approved by CU.
3. The use of the logo in laboratory reports, calibration or inspection reports is not allowed, since in this context, such documents are not considered as a product itself.

c. Logo Characteristics:

1. The logo can be used in full colour, as well as black and white.
2. The colour codes for the CU logo are as follows:
 - Gray: PMS 5497
 - Blue: PMS 2985
 - Black: Process black
3. It is allowed to reproduce the logo in any other size.
4. The logo may never be larger than the logo of the certified company in the same document.
5. The CU logo must always be reproduced in its entirety (in one piece).

d. Sanctions:

1. In the event the conditions mentioned in the previous articles are not respected by the client, CU will issue a formal letter with a NC for breach of the contract terms and without delay will immediately stop the use of the CU Logo against which CU has objected to.
2. Likewise, in case the client does not comply the considerations mentioned in previous articles, CU can take all or any of the following actions:
 - Suspension or withdrawal of the certificate
 - Publication of the breach
 - Juridical proceduresThe actions taken will depend on the severity of the breach, the results of the breach and the intentionality.
3. Irrespective of the measures taken as per Article d.1, the decision of Control Union Services will be decisive in all cases.

Example of Logo:

