

CONTROL UNION CERTIFICATIONS NORTH AMERICA

Inspection Regulation



This Regulation applies to all programs where reference is made to this Regulation in the contract, but at least for the following:

	Program
A	PrimusGFS
B	SFI Chain Of Custody Standard

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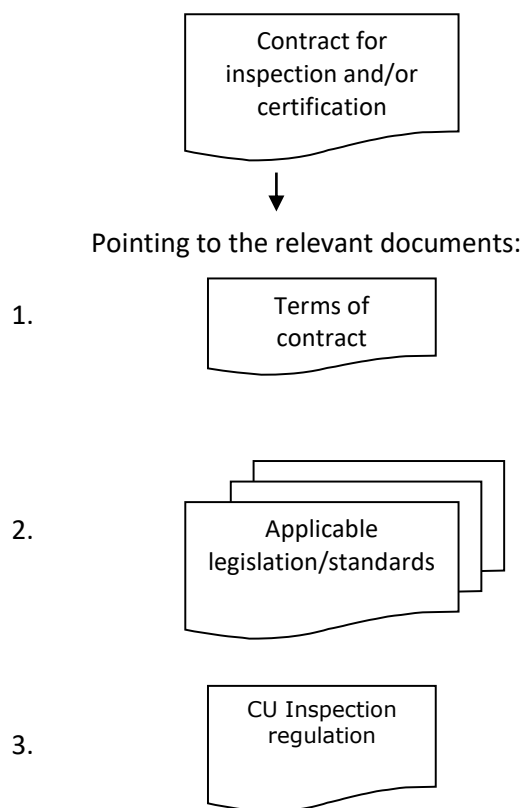
Introduction and Scope

- This Inspection Regulation contains regulation regarding our policy on inspection and certification of Control Union Certifications North America.
- It mentions what clients' rights and obligations are, as well as those of CUCNA.
- It also mentions additional rules for specific programs.
- It also contains contract-related regulation.
- In this sense the Inspection Regulation is complementary to the applicable standards, the offer letter, as well as the Terms of Contract.

Definitions

Definitions See Article 2

Please refer to the structure diagram below.



The Inspection Regulation consists of several chapters. Chapter 1 contains general rules that are applicable for all clients concerned and contains the following paragraphs:

1. Applicability
2. Definitions
3. Inspection
4. Inspection report
5. Certification
6. Certificates
7. Use of indications and symbols
8. Appeal
9. Final provisions
10. Policy in relation to projects from other certification bodies

The other chapters contain rules specified for individual certification programs. In every sentence where the singular form is in a context, the plural form should be supposed. This is also the case for male and female word expressions.

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CHAPTER 1: GENERAL REQUIREMENTS FOR INSPECTION AND CERTIFICATION
1.1 APPLICABILITY

Article 1 Applicability	
1	This regulation has been adopted by the Managing Director of the Limited Liability Company Control Union Certifications North America (CU) on January 1 st 2017, and can be referred to as CUCNA Inspection Regulation .
2	The CUCNA Inspection regulation and the amendments shall be published within one month after the Managing Director CU has adopted them.
3	The Managing Director CUCNA has the right to change or extend this regulation by amendments. The amendments shall be mentioned in <i>italics and blue</i> .
4	For any change or extension of this regulation, a transition period is given. In all cases where no transition period for the individual amendment is given, a transition period of three months after the adoption will be in force.
5	The CUCNA Inspection regulation is applicable for all programs mentioned in the scope.
6	In any case where conflicting rules in both the client contract and the CUCNA Inspection regulation are encountered, the client contract shall overrule the CUCNA Inspection regulation.
7	CUCNA commits itself to conduct its activities impartially and in a professional manner. CUCNA understands the importance of impartiality in carrying out its certification activities, managing of conflicts of interest and ensuring the objectivity of its management system certification activities.
8	Programs which are not within the scope described on the first page of this document are subject to the Inspection Regulation of Control Union Certifications (CUC)

1.2 DEFINITIONS
Article 2 Definitions

1. This document adopts all definitions as defined by:
 - General requirements for bodies operating product certification systems (ISO 17065:2012)
 - *ISO/IEC 1700: Conformity Assessment – Vocabulary and general Principles*
 - ISO 19011
 - PrimusGFS General Regulations (Chapter 2)
 - SFI 2015-2019 Standard and Rules (Chapter 3)

This document uses the following additional definitions:

Account manager	Scheme coordinator with the specific task of managing (large) client accounts
Assessment	A systematic examination to substantiate whether activities and related results comply with the planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives
Audit	Assessment for ISO/IEC 17021 management system standards
Auditor	A person who carries out an audit. Auditor is responsible for the reporting to the Scheme Coordinator or Certifier
Assessor	Person who conducts an assessment
Appeal	Formal notification of disagreement with a certification decision, or request by the provider of the item of assessment to the assessment body for reconsideration by that body of a decision it has made relating to that item

Certification	Action to confirm there is satisfactory confidence that a sufficiently identified product, process, system or activity is in conformity with a standard, regulation or rule.
Certification body	A body that conducts certification of conformity.
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.
Certification program	A system (or program) that has its own procedure and management for carrying out certification of conformity.
Certifier	CU member of staff responsible for the marketing of programs, instructions to the (Senior) Assessor(s), certification decision, reporting to the client, issuance of certificates, customer relations and post certification activities
Claim	Request for Financial settlement
Client	A contract partner of CU for assessment and certification services, with the aim of being assessed and certified.
Client Contract	A written agreement between CU and the client concerning all rights and obligations concerning a CU certification service. The client contract does not indicate that the client is certified.
Client File	File of all documents related to certification of a specific customer, which includes digital documents stored in CUSI.
Client Number	A unique number that CU provides the client to identify himself as a CU client. The client number does not indicate that the client is certified.
Complaint	A formal expression of dissatisfaction by any person or organisation regarding a CUC employee 's behaviour, CUC methodology, or work executed under contractual responsibility of a critical office
Correction	A correction takes away the result of a non-compliance
Corrective actions	Corrective actions are actions taking away the root cause of a non-compliance found during internal or external assessments.
Criteria	Document with standards, regulations, rules by CU for each (combination of) certification program(s) to be distributed to clients
Critical office	A location where the following activities are conducted or controlled: the process for initial qualification, training and on-going monitoring of assessors and assessment personnel records; or the application review, the assignment of assessment personnel, and/or review of the final report; or the certification/registration decision based on the final review of the assessment report.
CU Branch office	CU Office is legally entitled to represent CU.
Director	Managing director of a critical office
Employee	An individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied, and has recognised rights and duties.
Evaluation	Assessment for ISO/IEC 17065 product conformity standard.
Form(s)	Documents either on paper on in electronic way.
Inspection	Assessment for ISO/IEC 17020 Inspections standards.
Licensee	Client, contract partner for certification program(s)
Non-conformity	A deviation from specified requirements, or the failure to maintain one or more required management system elements.

Outsourcing	Subcontracting to another organisation to provide part of the certification activities on behalf of the certification body, except for decisions for granting, maintaining, renewing, extending, reducing, suspending or withdrawing of certification.
Preventive actions	A preventive action is the action that takes away the root cause of a situation that could lead to a non-compliance
Procedures	Description of a process with all necessary activities (what), when these must be done and who is responsible for the execution of these activities. There may be instructions for the execution of the activity
Process	Collection of related means and activities, which transfer input into output
Processing Unit	A company or company unit where activities are carried out defined under preparation in the distinct normative documents.
Production Unit	A company or company unit where actions are carried out defined under “production” in PrimusGFS General Regulation. Also mentioned agricultural units or farming units.
Quality Management System	Quality management system must be defined as management system.
Responsible office	A location where activities within the certification-process are conducted, except for: <ul style="list-style-type: none"> • the process for initial qualification, training and on-going monitoring of assessors and assessment personnel records; or • the application review, the assignment of assessment personnel, and/or review of the final report; or • the certification/registration decision based on the final review of the assessment report.
Scheme	A system of rules, procedures and control aspects for conducting (parts of) the conformity-assessment of specific objects to which the same specific requirements apply
Scheme Coordinator	A person who is responsible for the development and maintenance of a certification program and quality systems
Scope Certificate	A document issued under the rules of a certification system, demonstrating that adequate confidence is provided that a duly identified product, process or service is in conformity with a specific standard or other normative document.
Source	The location where the product comes from.
Standard	A document established by CU or any other body that provides rules and requirements for activities or their results.
Smallholder farmer groups	Farmers Group as described in the correspondence chapters of this document
Inspector (Senior Inspector)/ Auditor (Senior Auditor)	Person responsible for carrying out inspections and report to the Program Manager or Certifier and the customer.
Standard	Document established by CU or any other agency that provides regulations for activities or their results;
Supplier	The party that is responsible for ensuring that products meet and, if applicable, continue to meet, the requirements on which the certification is based.
Terms of Contract (ToC)	Trading conditions by CU

1.3 INSPECTION

Article 3 Conditions for assessment	
1	<p>Prior to the assessment, CUCNA will send a quote to the potential client. The price quote will remain valid though the period indicated on the Offer Letter. Price quotes do not include the auditor's travel expenses. Each quote specifically acknowledges that the services provided in any offer do not grant the customer any right or license to use Control Union name, logo, or any other similar identifying mark for promotional or marketing purposes. In addition, price quotes do not guarantee the issuance of certification.</p> <p>A potential Client, can be registered as a Client after the acceptance of the Quote, and the returning of the signed Offer letter by an authorized person.</p>
2	<p>Service Agreements are provided to each client prior to the completion of an audit. The agreement specifically notes that it is an estimate for anticipated services. Travel expenses are subject to change based on the auditor's actual expenses. It is our goal to provide the most accurate estimate for expenses, where as we acknowledge that our customers rely on accurate anticipation for budgeting. An invoice will be sent to every client upon the completion of an audit. All invoices are to be paid before the audit execution.</p>
3	<p>The Client shall make all required arrangements for the accomplishment of the assessment activities. The Client shall duly make available to CUCNA all information and documents that CUCNA deems necessary, and shall guarantee the correctness, completeness and reliability of this information. Additionally, the Client must provide CUCNA and any authorities rightfully involved in the certification process unobstructed access without prior notification to all areas, premises and units which fall within the scope and make personnel and equipment available for the effective performance of the assessment activities. Failure of the client to comply with this requirement may result in suspension and even withdrawal of the certificate, upon a decision of CUCNA at its sole discretion.</p>
4	<p>By accepting any offer made by the Control Union Certifications North America, the customer enters into an agreement with CUCNA 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.</p>
5	<p>The Client shall ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the assessment. It shall take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the assessments and inform CUCNA in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.</p>
6	<p>In the event that it is not possible to carry out the assessment due to safety issues (e.g. in the event of unforeseen natural disasters or political instability), CUCNA has the right to cancel the assessment and certification. The judgment is among other things based on internationally (e.g. official statements of ministry of foreign affairs) and locally available information. If the assessment is cancelled, CUCNA shall inform the client as soon as possible. CUCNA shall decide case-by-case whether the certification can take place on the basis of other information or the certification has to be cancelled</p>
7	<p>In the event that it is not possible to carry out the assessment at a relevant time because of delayed payment; CUCNA has the right to postpone or cancel the assessment and certification decision. As a result, the certificate might be suspended or even withdrawn.</p>
8	<p>In case of cancellation of the inspection visit by the Client or by CUCNA (due to non-payment of the invoice), all costs already made for the inspection visit such as but not limited to costs for flight tickets, visa, vaccinations, etc. will in any event be charged to the Client.</p> <p>*This might include Additional fees.</p>
9	<p>If the objectivity of the assessment is compromised, the assessor has the right to abort the assessment. Reasons can be for example the interference of accompanying persons or refusal to</p>

	grant access as requested by the assessor. All costs arising from this case is to charge to the client.
10	If the company decides to be represented during the audit by a representative other than those listed in the application form will need to be formalized through a written designation by the legal representative.
*	<p>Additional Fees Additional fees will apply for services/items that were not included in an original price quote with the disclosure of said fees prior to any additional services being rendered. Additional fees may be associated, but not limited to the following:</p> <p>a. Last minute cancellation fee (from client side, 7 calendar days prior confirmed audit date) – USD 600, as CUCNA will assign an auditor/auditor team exclusively for your assessment.</p> <p>b. Incurred expenses as a result of audit cancellation (including but not limited, airfare tickets, hotel stays, car rentals, visas, vaccines, among others).</p> <p>c. The addition of operations that were not originally agreed upon. (any addition to an application will be discussed prior to the audit taking place)</p> <p>d. A revisit that is due to the result of any non-compliances</p>

Article 4 Subject of Evaluation	
1	The scope of the assessment is stipulated in the applicable annex of the valid version of the contract of the applicable assessment.
2	In case of an application for adding new products, processes or services to the scope certificate, the client shall apply in writing prior to producing/delivering, processing and/or selling the product, process or service with reference to the certification. An application shall be done by means of an application form.
3	In case of an application for adding new units to the scope certificate, the client shall apply in writing prior the production and/or processing commences. An application shall be done by means of an application form.
4	CUCNA shall add units to scope certificates only after a positive site evaluation of the production/processing unit.
5	CUCNA clients are obliged to inform CUCNA in case the products, processes, services and/or units under the CUCNA scope are also certified by another certification organisation against the same standard (or applied for certification to another certification organisation)

Article 5 Assessor	
1	The CUCNA assessor shall be able to identify himself with a valid CUCNA identification card/presentation card.
2	The CUCNA assessor operates in conformity with the CUCNA procedures.
3	The CUCNA assessor shall also respect the CUCNA Code of Conduct/ Confidentiality (No conflict of interests, which is signed by him/her).
4	The CUCNA assessor shall act with due care and respect for the client, his/her employees and properties and all associated rights and responsibilities.
5	The CUCNA assessor shall comply with all company rules and regulations (e.g. regarding health and safety and/or hygiene) insofar they are not an imposition on a correct and complete execution of the assessment.
6	CUCNA may, at its discretion, where possible, in consultation with the Client, replace the person or persons charged with performing the assessment, if and in so far as CUCNA believes that such replacement would benefit the performance of the assessment

Article 6 Assessment	
1	For each program different assessment types may apply. Assessment types are listed in annex III.
2	CUCNA has the right to carry out announced and unannounced assessments. Unannounced assessments primarily would be done based on the general evaluation of the risk of non-compliance with the applicable rules. CUCNA has the right to carry out additional assessment activities for certification purposes and to charge the costs in addition to the fees as stated in the client contract.
3	CUCNA has the right to request additional information whenever it believes this to be necessary to guarantee that the regulations are observed and are verifiable.
4	For specific programs additional requirements may apply. In this case they are listed in the applicable chapters of this document.
5	If requested by CUCNA, translation services from the local language into a language chosen by CUCNA staff shall be provided. CUCNA shall decide whether CUCNA or the client shall provide the inspector translation services. The costs will be charged to the client.
Article 6a Method of evaluation/assessment	
Evaluation whether the applicable requirements are met, can be performed by the following methods:	
1	Administrative evaluation at a CUCNA Office;
2	Physical and administrative evaluation at the client's project or elsewhere;
3	Sampling and analysis;
4	Interviews;
5	Cross-checking information received from all of the above.

Article 7 Samples	
1	If so required for the purpose of verification, samples for analysis must be made available by the Client and must be placed free of charge at CUCNA's disposal. CUCNA will not hold any responsibility for the accuracy of the results of the lab analyses.
2	The assessors has the right to take samples for analysis. These samples will be analysed in laboratories selected by CUCNA. See valid Terms of Contract art. 4.4.
3	When samples are taken, the assessor shall provide the client with a duplicate of the sample that is taken, as counter sample. This counter sample must be kept under freezing conditions at temperatures below 0 ° to reduce the risk of deterioration or alteration.
4	Samples sent to CUCNA sub contracted laboratories, and counter samples for CUCNA and client should be stored so as to avoid contamination and deterioration of the same in all stages of storage to avoid any risks that could affect the results until it is analysed.
5	CUCNA shall carry out the analyses on samples by laboratories that are accredited according to ISO/IEC 17025 and inform the client as soon as the results are available.
6	If the results of the analyses prove that the applicable regulations are not complied with, the results may cause changes in the certification.

Article 8 Register of complaints and remedial actions	
1	<p>The client shall safeguard that all complaints received from:</p> <ol style="list-style-type: none"> 1. Anyone at any stage of the project (production- and processing units), 2. Customers and/or 3. Other third parties are centrally registered. <p>- This client shall keep records of all received complaints concerning the certified production method or products and of all remedial actions that are taken to respond to the individual complaints. Clients must have on location, and available on request a clearly identifiable document for customers complaints.</p> <p>- There are documents of the actions taken with respect to such complaints and any deficiencies</p>

	<p>found in products or services.</p> <p>- The complaints procedure must ensure that complaints are adequately recorded, studied and followed up, including a record of actions taken with respect to complaints and any deficiencies found in products or services.</p>
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Article 9 Responsibility and Liability	
1	The client has the responsibility for all production and processing units, products and activities that are mentioned in the client contract to comply with the applicable standards.
2	The client shall, with regard to the inspection and certification activities of CUCNA, be responsible for persons who work in or for his business.

1.4 ASSESMENT REPORT

Article 10 Assessment report	
1	During the assessment, the assessor shall record his/her findings on standardised assessment forms and/or reports. These forms should be signed by the client or the official representative of the client during the assessment visit to acknowledge the assessor’s findings. If the official representative signs, his/her signature is only valid if this person is officially registered as authorised to sign on behalf of the company.
2	The assessor shall record assessment findings summarising conformity and detailing non-conformity and its supporting evidence with all certification requirements and shall provide the certifier/reviewer with these records.
3	The findings in the assessment form(s) and or report(s) shall be reviewed, and a certification decision must be made.
4	After an inspection has taken place CUCNA shall send a summary of the evaluation to the client without undue delay, moreover (the evaluation) conforming to any specific program requirements. The client has the right to react on the content of the report within a period of 6 weeks after sending by CU (date of postmark) or from the date on which the inspector presented the inspection results.
5	CUCNA has the right to charge a fee for providing copies of the reports, as well as carry out other services if this is permitted by the client concerned.
6	In case of any non-conformity, follow-up is needed. It is the responsibility of the client to take appropriate remedial action. Whenever there is an outstanding NC, a positive certification decision cannot be made, and the certificate cannot be issued for the project including concerned units/products; unless otherwise stipulated by the relevant standard.
7	For each NC the client shall submit evidence for closure within the reported time frame.
8	The client, not the certification body, has the sole responsibility of fulfilling the certification requirements
9	CUCNA reserves the right to allocate the time it needs to enable an informed certification decision to be made.
10	The time allocated to the client for submission of corrections and corrective actions and their supporting evidence allows for an adequate timeframe for the certifier to take an informed certification decision. Any delay in submitting evidence by the client may lead to increasing of the non-conformity grading and ultimately to suspension of the certificate.

1.5 CERTIFICATION

Article 11 Certification	
1	CUCNA will take a certification decision, based on the following: <ul style="list-style-type: none"> - the information provided to the certification body used in the application review - an impartial review of the assessment findings and conclusions as being sufficient with respect to the certification requirements and the scope of certification - any registered non-conformities and the effectiveness of their identified causes, corrections and corrective actions as submitted by the client - any other relevant information (e.g. public information, comments on the assessment report from the client)
2	Based on the certification decision, CUCNA will issue, update or withdraw the scope certificate. <i>If the decision is not positive, a Certification denied letter will be provided to the client, following the instruction of the scheme owner. Letter will specify the reasons of CUCNA decision and will be storage in CU certification system.</i>
3	CUCNA has the right to publish the certification status of their contracted clients.

1.6 CERTIFICATES

Article 12 Scope certificate	
1	CUCNA will, based on a positive certification decision, provide the Client with a scope certificate.
2	The scope certificate is only valid if signed by the managing director of CU or a person who has been authorized for it by the Managing Director (i.e. Certifications Director or Certifier).
3	CUCNA shall renew the scope certificate within the timeframe indicated in the applicable standards as long as the circumstances are not in conflict with the applicable regulations, the client contract is continued, and financial liabilities are fulfilled.
4	The client shall keep the valid certificate issued in his records.
5	CUCNA has the right to request clients to return any certificates (e.g. scope certificates, Import or Transaction Certificates), as these are legally owned by CUCNA.
6	CUCNA shall keep a copy of the scope certificate for authenticity in its records.
7	The scope certificate shall contain an indication of: <ul style="list-style-type: none"> - the name and address of the client; - the client 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; - a hologram; - any program specific indications applicable.
8	CUCNA has the right to charge a fee for providing copies of certificates.

Article 13 Invalidity and duplicates of certificates	
1	The client is obliged to inform CUCNA as soon as possible if any changes occur which interfere or might interfere with the requirements as mentioned in the concerned regulations or which indicate a change in the scope of the certificate. If these changes are not reported to CUCNA, the scope certificate loses its validity. <i>Examples of changes can include the following:</i> <ul style="list-style-type: none"> - the legal, commercial, organizational status or ownership - organization and management (e.g. key managerial, decision-making or technical staff)

	<ul style="list-style-type: none"> - modifications to the product or the production method - contact address and production sites - major changes to the quality management system
2	From the moment of termination of the client contract, the scope certificate issued becomes invalid.
3	In the event of the certificate being lost by the client, the rights to be derived from the certificate shall cease to exist. In those cases, CUCNA shall only issue a new copy of the certificate if the client concerned provides CUCNA with a written declaration in which the client obliges himself to return the original certificate when it is found.
4	In the event of invalidity of a certificate, CUCNA has the right to notify buyers concerned, inspection bodies concerned, competent authorities and other third parties concerned.
5	CUCNA has the right to confirm validity of certificates that are issued by CUCNA on request of third parties, without prior permission of the client.

Article 14 Accreditation	
1	CUCNA obliges itself to be accredited or recognized by: <ul style="list-style-type: none"> - The American National Standards Institute for ISO 17065:2012 - AZZULE Systems for PrimusGFS program. - Sustainable Forest Initiative for SFI Chain of Custody and Annex 1 Certified Sourcing Label
2	CUCNA shall give a copy of the accreditation certificates on request to the client, where applicable
3	CUCNA has the right to show the accreditation bodies insight into all records containing client information.

1.7 POST CERTIFICATION

Article 15 Suspension or withdrawal	
1	Failure of the client to submit an analysis of the cause of any detected non-conformities and a description of the specific, effective correction and, where applicable, corrective action, or evidence to support the resolution of nonconformities within a defined time will result in increasing the grade of the non-conformity to the next higher level*. Failure to resolve a non-conformity of the highest grade will result in suspension of the certificate. *Upgrading in not possible for SFI. Failure to resolve identified nonconformities for this program will result in suspension of the certificate.
2	The Client shall upon receiving notice of suspension or withdrawal of its certification, discontinue all use of advertising materials/declarations that contain a reference to certification (CUCNA mark or Scheme owner mark), as instructed by CUCNA, and revise all advertising materials accordingly when the scope of certification has been reduced. In case the Client has attached a mark directly to the product, it will refrain from bringing this product on the market whilst under suspension.
3	In case the certification is withdrawn, the project needs to be re-assessed. All aspects of the standard need to be assessed during a new physical assessment.

Article 16 Transfer of certificate over projects from other certification bodies	
1	On the CUCNA application form the operator needs to indicate that his project was already assessed earlier and/or certified by another certification body.
2	If such information is indicated on the application form, the CUCNA certifier and/or Scheme Coordinator contacts the previous certification body in writing: informing that CUCNA will evaluate the farmers/units; asking for the last issued Certificates, reports, non-conformities, farmers' lists and any other relevant information.
3	CUCNA will evaluate the received information with special attention to any open non-conformities.

4	All open non-conformities given by the previous certification body shall be evaluated and closed before CUCNA can make a positive certification decision.
5	Regardless of the information received, CUCNA will always carry out its own full physical assessment against the applicable standard. The information received from the preceding certification body will never replace CUCNA own full evaluation of the project
6	The CUCNA certifier will decide on the status of the project based on the findings of the CUCNA assessor and according to the CUCNA procedures.
7	The certifier will never deviate from the CUCNA procedures or change the type or the possible deadline of any non-conformity with the aim to bring his decision in line with the previous certification body's decision.

1.8 USE OF INDICATIONS AND SYMBOLS

Article 17 Use of indications and symbols	
1	From the moment CUCNA has issued the scope certificate, the client has the right to use indications, statements and symbols as referred to on the scope certificate on products or regarding processing activities as mentioned on the scope certificate.
2	The use of indications that refer to the certified production method or to CUCNA is only allowed after the concerned scope certificate has been issued
3	The labels and the use of logo and/or certification marks according to programs will be evaluated during the assessments.
4	Use of labels, logos and/or certification mark must be according to the program specific requirements. For PrimusGFS see Chapter 2 For SFI see Chapter 3.
5	Certified clients are entitled to use the CU logo/certification mark according the requirements described in Annex 2.

1.9 COMPLAINTS, CLAIMS AND APPEALS

Article 18 Complaints	
1	<p>If you wish to submit a complaint to CUCNA, please use the form in Annex 1.1.</p> <ul style="list-style-type: none"> We kindly request you to specify your complaint as much as possible (“who, what, where, when”) and provide any necessary documentation if applicable. You can send this form with any attachments to our certification branch offices or to our principal certification office in Fort Lauderdale, USA (usacertifications@controlunion.com) An appropriate member of staff (certifier /scheme coordinator or quality manager) will confirm receipt of your complaint, with a timeframe of handling the complaint, within two weeks if no improvement can be made before that time. The Quality Manager, Scheme Coordinator or Certifier will inform the complainant of the results in writing or verbally, depending on the size and nature of the complaint. Incomplete complaints cannot be processed.
2	The complaint procedure can also be found in Annex 1.1

Article 19 Claims	
1	The liability of CUCNA in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by CUCNA shall in no circumstances exceed a total aggregate sum equal to 10 (ten) times the amount of the fee or commission payable for the specific services required under the applicable

	contract with CUCNA. CUCNA will not be held liable for any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the client.
2	The client shall hold CUCNA harmless and shall indemnify CUCNA as a result of damages suffered by CU due to the client not observing the standard’s requirements and/or national and international governmental laws and regulations.

Article 20 Appeals

1	If you wish to submit an appeal against certification decisions made by CUCNA, submit such appeal in writing to CUCNA within 6 (six) weeks after the certification decision.
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1.10 FINAL PROVISIONS
Article 21 Documents and publication

1	All documentation, regulations and communication shall take place in English, unless otherwise agreed or otherwise mentioned in an individual document.
2	CUCNA shall have all normative documents as mentioned in this regulation available at its website and (on paper) at the Florida and Mexico City CUCNA offices.
3	CUCNA is entitled to modify the CUCNA documents and regulations and shall publish them as amendments for existing clients.
4	In the event that changes are made in documents or regulations, CUCNA shall inform the client concerned in writing about the changes and about the day, they come into effect. Clients shall always fulfil certification requirements of the Scheme Owners and CUCNA.
5	The client is unconditionally bound to the changed documents and regulations from the day they come into effect.
6	CUCNA has the right to publish a list with clients’ names and addresses, type of production/processing activities and products besides the certification status.

Article 22 Responsibility and Liability

1	The client is responsible for all production and processing units, products and activities that are mentioned in the client contract.
2	The client shall, with regard to the assessment and certification activities of CUCNA, be responsible for persons who work in or for his business.

Article 23 Cases not covered by this regulation

1	The Managing Director of CUCNA shall decide in all cases not covered by this regulation or by any other applicable regulations or agreements.
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Annex 1: Complaint form/appeal

If you wish to submit a complaint/claim/appeal to Control Union Certifications North America, please use this form.

- An appeal can only be made against a certification decision of CU as per procedures described in the Terms of Contract. For that purpose, this form can also be used.
- We kindly request you to specify your complaint as much as possible (“who, what, where, when”) and provide any necessary documentation if applicable.
- You can send this form with any attachments to our principal certification office in Florida, United States (usacertifications@controlunion.com)

- An appropriate member of staff (certifier/scheme coordinator or quality manager) will confirm receipt of your complaint, with a timeframe of handling the complaint, within two weeks if no improvement can be made before that time.
- We will inform you of the results in writing or verbally, depending on the size and nature of the complaint/claim.
- In case this solution is unsatisfactory, the dispute protocol as described in article 14 of the Terms of Contract comes in force.
- Incomplete complaints cannot be processed.

An appeal is a formal notification of disagreement with a (certification) decision within a certification process, or request by the provider of the object of conformity assessment to CU for reconsideration of a decision it has made relating to that object.

A complaint is a formal expression of dissatisfaction, other than appeal, by any person or organisation regarding a CU employee 's behaviour, CU methodology, or work executed under contractual responsibility of CU by a critical office or subcontractor, where a response is expected.

A concern is an expression of dissatisfaction or concern by any person or organisation regarding a client certified by CUC, which is not sufficiently substantiated to be classified as a complaint and where a response is expected.

Attachments may be used

Date	
Your organisation name	
Your personal name	
Your address	
Telephone	
Fax	
e-mail	

<p>DESCRIPTION</p> <p>Please describe your complaint/<i>appeal</i> as much as possible (“who, what, where, when”) and provide any necessary documentation if applicable.</p>
<p>EVIDENCE</p> <p>Please specify the evidence for your complaint/<i>appeal</i>.</p>



Annex 2: Conditions for Publication and use of the CU certification logo

Introduction:

This document describes the conditions concerning publication and use of certification/approval logos by customers of Control Union (the certificate-holder) with a valid certificate/compatibility letter.

Articles:

a. When can be used the logo:

1. The certificate-holder can only publish those certification-logos that are concerning the valid issued certificate and does not make or permit any misleading statement regarding its certification, and do 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, to be requested at the local office (for a specimen see below).
3. In case the validity of the certificate is ended, for whatever reason, the certificate-holder has to stop immediately with the use and/or distribution of promotion-material on which the certification-logo is printed.

b. Where can be used the logo

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, samples or any other declarations concerning a product, as long as customers 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 the designed to constitute a group of primary packages used only in order to protect them and to facilitate handling.
 - The use of CU certification logo on product labels or packaging must be approved by CU.
3. **For certification of the QMS:** Quality Management System certificate projects are **not** allowed to use the logo on products, packaging, samples or any other declarations concerning a product.
4. It is not permitted that the logo is applied to laboratory test, calibration or inspection report, as such reports are deemed to be products in this context.

c. Characteristics of the logo:

1. The certification logos can be used in full colour, as well as in black and white.
2. The color-codes for the logo are the following:
 - Grey: PMS 5497
 - Blue: PMS 2985
 - Black: Process black
3. It is allowed to reproduce the logo in any other size with exception of the logo of the accreditation council which can never be smaller than 7 mm in diameter.

4. The certification-logo may never be bigger than the size of the company logo on the same document.
5. The logo needs to be reproduced completely (in one piece) always.
6. It is not allowed to use the accreditation logo only.

d. Sanctions:

1. When the certificate-holder does not respect the conditions mentioned in the previous articles, the certification-holder will stop immediately, without delay, the use against which CU has objected.
2. Besides in case the customer does not comply the considerations mentioned in previous articles, CU can take all or any of the following measurements:
 - Suspension or withdrawal of the certificate
 - Publication of the non-compliance
 - Juridical proceduresThe action taken is depending on the severity of the non-compliance, the results of the non-compliance, and if the non-compliance was made intentionally.
3. Irrespective of the measures taken as per Article d.1, the decision of Control Union Certifications North America will in all cases be decisive.

Logo example:



Annex 3: Assessment Types

Below the generic assessment types are stated. For some of the programs there can be additional assessment types applicable and also different names are used. In this case, it is stated in the applicable program addendum.

Initial assessment or main assessment:

First assessment of a client by CUCNA for a specific scope. Unless a transfer of certification can be applied, an initial assessment will always be done. The purpose of the initial assessment is to provide CUCNA with

sufficient detail to enable an informed certification decision process. The assessment takes place against all applicable elements of the standard.

Surveillance assessment:

Periodical (normally: yearly) follow-up assessment(s) performed between the initial and re-assessment. The surveillance assessment is always an on-site assessment.

These surveillance assessments can be either announced or unannounced depending what is stated in the applicable standard as per scope of certification. *This evaluation will also include the verification of the correct use of the CU Certification Mark (if applied). See Annex 2: Conditions for Publication and use of the CU certification logo for evaluation guidelines.*

Extension of scope assessments:

CUCNA will in response to an application for extension to the scope of a certification already granted undertake a review of the application and determine any assessment activities necessary to decide whether or not the extension may be granted. This may be conducted in conjunction with a surveillance assessment.

Short-notice assessments

CUCNA reserves the right to conduct short notice assessment. These assessments are announced to the client 1 day before the actual visit takes place. The client can object against the assessment team members but cannot object to the assessment. The reasons for these short notice assessments can be doubts derived from complaints, external notices or information, internal information gathered during previous assessments or as follow-up on suspended clients.

Re-certification assessment (re-assessment or re-evaluation):

Done in every x (amount of years depends on the certification cycle of the program in the applicable scope) years after the initial assessment if the client has already been certified. In case the client is not certified after the first initial assessment, another initial assessment will be conducted until the client is granted a certificate. The re-assessment consists of stage 1 'assessment/document review' and a stage 2 'assessment/site visit.'

Stage 1 and stage 2 assessments:

Initial and recertification assessments for management system standards consist of a stage 1 and a stage 2 assessment.

The purpose of the stage 1 assessment is to assess the client's management system documentation, to review the client's understanding of the requirements, to gather information on the scope of the management system and related statutory and regulatory compliance, to evaluate that the client is planning and performing internal audits, to determine the client's preparedness for the stage 2 assessment and to prepare the details of the stage 2 assessment with the client. As a result CUCNA will have gained detailed information to focus its stage 2 assessments purposely in the forthcoming assessment cycle. At least part of the stage 1 assessment should be carried out at the client's premises.

Recertification assessments do not necessarily include a stage 1 assessment, but may need to have a stage 1 assessment in situations where there have been significant changes to the management system of the client, or if the client has had major personnel changes, or if the context in which the management system is operating was significantly altered (e.g. changes to legislation, or new operations in the vicinity of the client that may influence the client's management system).

The purpose of the stage 2 assessment is to assess the implementation, including effectiveness, of the client's management system. The stage 2 assessment will always take place at the site(s) of the client.

Transfer of certification:

The transfer of certification is the recognition of an existing and valid management system certification, granted by one certification body, by another certification body, for the purpose of issuing its own certification. However, multiple certification, (concurrent certification by more than one certification body), does not fall under this definition. Where the accepting certification body is accredited for the scope to be transferred, the former CB must also be accredited by an IAF MLA signatory.

Before transfer a documentation review, normally including a visit of the prospective client is performed. The site visit is mandatory if no contact can be made with the former certification body. The review will cover the ability of CUCNA to perform the assessment within its accredited scope, the reasons for a transfer, the existence of a valid accredited certification, consideration of the last certification or recertification assessment reports, subsequent surveillance reports and any outstanding nonconformities, including any other available, relevant documentation regarding the certification process. If the last certification, recertification or subsequent surveillance assessment reports are not made available or if the surveillance assessment is overdue then a transfer of certification cannot apply. Also complaints received and action taken, the stage in the current certification cycle and any current engagement by the organization with regulatory bodies in respect of legal compliance will be considered.

If no further outstanding or potential problems are identified by the pre-transfer review a certification may be issued following the normal decision making process. The program of on-going surveillance will be based on the previous certification regime unless CUCNA has conducted an initial or recertification assessment as a result of the review.

Annex 4: CUCNA Quality and Integrity

Control Union Certifications North America corporate policies are a reflection of our commitment to our service. We are committed to providing unparalleled service with ethical compliance in all regards. Our standard of ethics and integrity is unprecedented, with a dutiful respect for accreditation requirements and conformance criteria. As a third-party certification body our service to our customers is a remnant of our attainment. Our expertise in sustainability, food safety, Textiles, and social compliance services, has aided in the development of our policies and procedures, and coincides with our success.

Control Union Certifications North America LLC, obtains financial support exclusively from the income of the company's activities.