

EUREPGAP



General Regulations Integrated Farm Assurance

VERSION 3.0-1_2JULY07

PART I | GENERAL INFORMATION

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Musgraves Supervalu Centra, Plus Warenhandelsgesellschaft, Sainsbury's Supermarkets Ltd, Schuitema, Somerfield, Spar Austria, Superunie B.A., tegut..., Gutberlet Stiftung & Co., Tesco, Trade Service Netherlands, Waitrose Ltd., Wm Morrisons Produce Ltd.

Supplier Members

Agrar Markt Austria Marketing, Agrexco, Agrova Food Group, Akkerbouwproductschappen, Alara Agri Business, Albafruit, Alimentation Generale Divonnaise, Amana Fruits et Legumes, ANECOOP Spain COOP, Apexhom, APO Conerpo soc. Coop. a.r.l., Apofruit S.C.A.R.L., Ardo, Asociacion de Gremios Productores Agroexportadores del Peru, Asocolflores, Assured Food Standards, Assured Produce, Bakker Beheer Barendrecht bv, Bamex, Blue Skies, Blue Whale, Bonita Pacific Fruit Company N.V., Bord Bia Irish Food Board, Brava, British Ornamental Plant Producers, Butters Group, CAFI Camara Argentina de Fruticultores Integrados, Castlerock Vineyards, Centro Servizi Ortofrutticoli (CSO), Chilean Fresh Fruit Association (ASOEX), Chilean Pork Producers Association (ASPROCER), Chilean Poultry Producers Association (APA), Citronas, CMH - Le Centre Maraicher de Hesbaye, CNIPT, COATO, Coop. Terremerse s.c.r.l., Cooperatie Fruitmasters Groep, Coöperatieve Tuinbouwveiling "Zaltbommel en Omstreken", Copefruit, Danske Slagterier, Del Monte Fresh Produce Company North America Inc., Delassus Casablanca Morocco S.A., Di Donna Trade, Direct Fruit Marketing, Dombegyhazi EURO TESZ Kft., DPA - Dutch Produce Association, Driscolls Strawberry Associates, Enza Ltd. New Zealand, Erzeugergroßmarkt Langfoerden-Oldenburg eG, European Egg Consortium GmbH - EEC, EXPOFRUT S.A., Fachgruppe Obstbau, Farm Frites International, Fepex, Findus Sverige AB, Fjord Seafood, Flamingo Holdings, Flower Label Programm e.V., Fresh Produce Exporters Association Of Kenya - FPEAK, Fruit South Africa, Fruta del Pacifico, Fundacion para el Desarrollo Fruticola - FDF, Futura Kobenhavn A/S, Fyffes Group Ltd., GPA Morocco, Greenpartners, Groexport, HEIA Horticulture Export Improvement Association, Heiploeg BV, Hillcrest (UK) Ltd, Hoche International, Horticulture NZ, Hungarian Fruit & Vegetables Interprof. Org., INAC (Instituto Nacional de Carnes), Indu Farm, Jules Valley Agrobusiness, Katsiamakas S.A., Kenya Flower Council, KG Fruits Ltd, Korteweg b.v. - Swifterbant, Lamb Weston/Meijer V.O.F., Lava, Les Domaines, Loire Export, Lomanoryas, LTO-Netherlands, Magrabi Agriculture, Marine Harvest, Marshall Bros., McCain Potatoes and Supply EUROPE, Mechelse Veilingen cvba, Mehadrin Tnuport Export, Meneba, Modern Agriculture Co. Pico, MPS Milieu Programma Sierteelt, Oceanic Fruits Shipping & Trading GmbH & Co.KG, OPST - Obst Partner Steiermark, Orchard Fruit Co. S.L., Pan Fish ASA, Patagonian Fruits Trade S.A., Paul Reinhart AG, Pfälzische Früh-, Speise und Veredlungskartoffel-Erzeugergemeinschaft, Pfalzmarkt für Obst u. Gemüse eG, Pipfruit Growers, Pomanjou International, Potato Masters, Primland sas, Prince de Bretagne, Productschap Tuinbouw, PVE, Reo Veiling, Rheinische Erzeugungsgemeinschaft Kartoffeln (REKA), Rivera Flor, Rucquoy Freres n.v., Savanna Plants Kenya Limited, Scottish Salmon Producers Organisation Ltd, Seachill Ltd, Section Nationale Pomme, SHAFTE, Sife Spa, T. van Noort, T.E.PERAKAKIS AND CO (OSCAR ART), Telerscoöperatie FresQ u.a., telerscooperatie BGB ua, The Greenery, Uniban - Union de Bananeros de Urab, Univeg, Utz Kapeh Foundation, ValNantais, V.B.T., Veiling Borgloon C.V., Veiling Hoogstraten, Vers Direct Nederland BV, VI.P - Verband der Vinschgauer Gen. für Obst und Gemüse, Vion Food Group, VLAM BMO, VOG - Verband der Südtiroler Obstgenossenschaften, Windwards Bananas, ZESPRI Group Limited, ZON Services

Associate Members

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1 EUREPGAP NORMATIVE DOCUMENTS

This document explains the structure of certification to EUREPGAP Integrated Farm Assurance, and the procedures that should be followed in order to obtain and maintain certification. It details the duties and rights of the EUREPGAP secretariat, certifiers, and producers seeking certification.

The **scope** of the Integrated Farm Assurance is separated into a modular structure and covers the production destined for human consumption of Crops, Livestock and Aquaculture. It also covers the safe production of Flowers and Ornamentals (as a sub-scope under the Crops scope). See 4.9.1 for definitions of scope and sub-scope.

EUREPGAP is a set of normative documents, which covers the General Regulations (this document), the EUREPGAP Control Points and Compliance Criteria and EUREPGAP Checklists.

This version, EUREPGAP General Regulations Integrated Farm Assurance V3-March07 becomes valid from the 1st of March 2007 (see point 4.1 for transition period information).

1.1 *The General Regulations*

The General Regulations document describes the basic steps and considerations involved for the applicant producer to obtain and maintain EUREPGAP certification, as well as the role and relationship of producers, EUREPGAP and the CBs.

The document is divided into five different parts:

PART I:	GENERAL INFORMATION
PART II:	CERTIFICATION BODY RULES
PART III:	PRODUCER GROUP (OPTION 2) CERTIFICATION
PART IV:	BENCHMARKING (OPTIONS 3 & 4)
PART V:	TRAINING REGULATIONS

Part I, General Information, the base document, contains information important to **all EUREPGAP interested parties**, as it explains what EUREPGAP is, describes the certification process, the rules of certification, training etc. It is recommended that **producers** familiarize themselves with this part.

Part II, Certification Body Rules, contains important information for **Certification Bodies** (CB) (including a guideline on how to inspect a producer group) and **Accreditation Bodies** (AB).

Part III, Producer Group Certification, explains what a Producer Group is and how it must function. It is therefore important information for all **producer groups, CBs and ABs**.

Part IV, Benchmarking, explains EUREPGAP certification for those schemes that have been found to be technically equivalent to EUREPGAP. All parties interested in benchmarking and producers of a **Benchmarked Scheme**, as well as all **CBs and ABs** must be familiar with this part.

Part V, Training Regulations, is important to all members interested in becoming **EUREPGAP Approved Trainers**, or already approved trainers as it describes the requirements, application, and approval of trainers.

For definitions of terms used in the General Regulations and Control Points and Compliance, please refer to Annex I.1

1.2 *Control Points and Compliance Criteria*

Contains all the Control Points and Compliance Criteria (CPCC) that must be followed by the producer/group and which are audited to verify compliance. This document is divided into modules,

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listing for each scope and sub-scope the control points, compliance criteria and the level of compliance required for each point. The levels can be Major Must, Minor Must or Recommendation.

1.3 Checklists

Checklists replicate the Control Points in the CPCC, and are therefore also composed of modular sections (called “modules”). There are three checklist types in EUREPGAP:

- a) The checklist used for inspection of producers, which contains all the control points and must be used during inspection by the CB. The checklist can also be used by the producer/group when performing the self-assessments.
- b) The QMS Checklist used for auditing producer group Quality Management Systems, which contains all the requirements detailed in Part III – Group Certification, must be used during audits by the CB. The producer group when performing internal Quality Management Systems audits can also use this checklist.
- c) The Benchmarking Cross-Reference Checklist (BMCL) or the Approved Modified Checklist (AMC) used by applicant scheme owners applying for benchmarking against EUREPGAP to show equivalence (See EUREPGAP General Regulations PART IV Benchmarking (Options 3 & 4)).

1.4 Other

In **addition to these normative documents**, guidelines for dealing with general interpretation and application of control points and guidelines dealing with specific geographic and cultural differences may be approved and issued by the relevant Sector Committee (SC), with support from the recognised EUREPGAP National Technical Working Groups (see 4.7). Transition and implementation rules will be set within the guidelines, and application is mandatory for all CBs and producers operating within the defined application scope of the guideline. Where necessary, the SCs will combine interpretations common to national interpretation guidelines to develop a global guideline.

All normative documents, as well as additional guiding documents are available, free of charge, on the EUREPGAP website (www.eurepgap.org).

2 EUREPGAP TERMS OF REFERENCE

“The Global Partnership for Safe and Sustainable Agriculture”

To respond to consumer concerns on food safety, environmental protection, worker health, safety and welfare and animal welfare by:

- (i) Encouraging adoption of commercially viable farm assurance schemes, which promote the minimization of agrochemical and medicinal inputs, within Europe and worldwide.
- (ii) Developing a Good Agricultural Practice (GAP) framework for benchmarking existing assurance schemes and standards including traceability.
- (iii) Providing guidance for continuous improvement and the development and understanding of best practice.
- (iv) Establish a single, recognised framework for independent verification.
- (v) Communication and consulting openly with consumers and key partners, including producers, exporters and importers.

3 INTRODUCTION

3.1 What is EUREPGAP?

- (i) EUREPGAP is a private sector body that sets out voluntary standards for the certification of agricultural (including Aquaculture) products around the globe.
- (ii) EUREPGAP is a global scheme and a reference for Good Agricultural Practice (GAP), which is managed by the EUREPGAP Secretariat.
- (iii) FoodPLUS GmbH, a non-profit industry owned and governed organisation, legally represents the EUREPGAP Secretariat,
- (iv) EUREPGAP is an equal partnership of agricultural producers and retailers that want to establish certification standards and procedures for Good Agricultural Practices (GAP).
- (v) EUREPGAP provides the standards and framework for independent, recognised third party certification of farm production processes based on EN45011 or ISO/IEC Guide 65. (Certification of the production process – cropping, growing, rearing, or producing - of certified products ensures that only those that reach a certain level of compliance with established GAP set out in the EUREPGAP normative documents are certified.)
- (vi) EUREPGAP Integrated Farm Assurance standard is a pre-farm gate standard that covers the whole agricultural production process of the certified product from before the plant is in the ground (origin and propagation material control points) or from when the animal enters the production process to non-processed end product (no processing, manufacturing or slaughtering is covered). The objective of EUREPGAP certification is to form part of the verification of Good Practices along the whole production chain.
- (vii) EUREPGAP is a business-to-business tool and is therefore not directly visible to the final consumer.
- (viii) The EUREPGAP logo and Trademark have restricted use. See Appendix I.1 for rules on the use of the EUREPGAP Trademark and Logo.

Participation is voluntary and based on objective criteria. EUREPGAP is not discriminatory to Certification Bodies and/or farmers.

3.2 Membership

EUREPGAP membership is voluntary and independent from certification (for producers) or approval as a EUREPGAP approved certifier. EUREPGAP is an open system, where any producer can apply and receive certification when complying with the objective criteria set out. Members show additional commitment to shape and improve EUREPGAP as active partners. Members also enjoy additional benefits.

3.2.1 Member Benefits

- Right to participate in and contribute to the various Committees and National Technical Working Groups
- Discounts for EUREPGAP seminars, workshop and brochures
- Display of member organisation logos and names in EUREPGAP publications
- Internet link from the EUREPGAP web page to the organisation websites
- Invitation to special EUREPGAP meetings
- Input into the continued technical improvement of the EUREPGAP standards
- First-hand information on the developments in the sector.
- Producer groups can apply for a discount equal in amount to the Option 2 producer registration fees paid in the previous calendar year by the producer group, up to the total annual membership fee.

3.2.2 Available Membership

• **Retailer Membership**

Retailers and Foodservice organisations interested in supporting and developing EUREPGAP standards. Members can be nominated and elected to the Board or the Sector Committees.

- **Supplier Membership**
Supplier (for the scopes of Crops, Livestock and/or Aquaculture) that are interested in showing more commitment to EUREPGAP than receiving certification. Members can be nominated and elected to the Board or the Sector Committees.
- **Associate Membership**
Certification Bodies, Consulting companies, Plant protection or Fertiliser Industries, Universities, etc. and their associations. Members can be nominated and elected to the Certification Body Committee.

NOTE: Applicable fees and application forms are available at www.eurepgap.org

3.2.3 Governance

Governance (see Figure 3.2.3) is by the EUREPGAP Board, elected by the retailer and supplier members and is chaired by an independent chairman. The Board agrees on the vision and short- and long-term activity plan of the organisation.

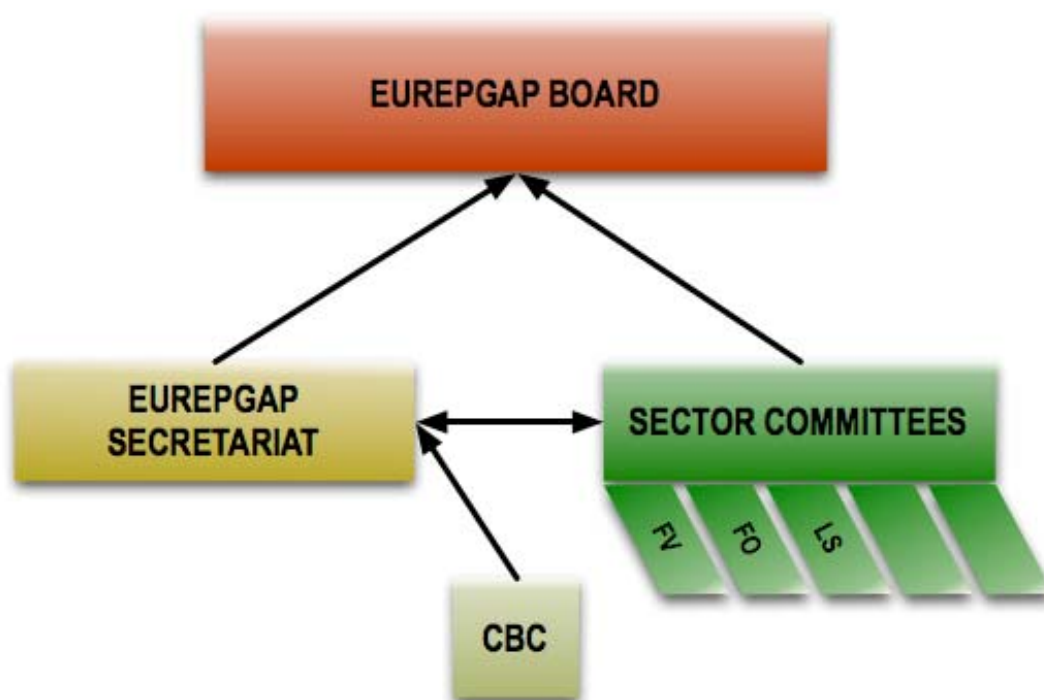


Figure 3.2.3 EUREPGAP Governance.

The Sector Committees (SC), also elected by the retailer and supplier members, are established for the different sub-scopes of the Integrated Farm Assurance standard. These sector committees work mainly on the technical side of the standard, and together with input from the Certification Body Committee, develop and maintain the Control Points and Compliance Criteria

The Certification Body Committee (CBC) members are elected by their peers (Certification Bodies who are EUREPGAP members). The main function of the CBC is to harmonise the interpretation of the compliance criteria set by the SC.

(All committees are elected for a period of three years and the Terms of Reference document for each committee is available on the EUREPGAP website.)

The Executive Management of the EUREPGAP Secretariat, its Managing Director, represents EUREPGAP before the Board.

4 GENERAL RULES

4.1 **Introduction of New Version**

This normative document (EUREPGAP General Regulations Integrated Farm Assurance V3.0-March07 Parts I to V) and the EUREPGAP Control Points and Compliance Criteria Integrated Farm Assurance V3.0-March07 and the EUREPGAP Checklist Integrated Farm Assurance V3.0-March07 and any other documents released by EUREPGAP as normative and related to this version, **comes into force on the 1st of March 2007**.

Certificates can still be issued against the normative documents (General Regulations and relevant Control Points and Compliance Criteria) mentioned below **until 31 December 2007**, with last possible validity date 30th December 2008.

- (i) EUREPGAP Fruit and Vegetables Normative Documents V2.1-Oct04
- (ii) EUREPGAP Coffee Normative Documents V1.0-Sept04
- (iii) EUREPGAP Tea Normative Documents V1.0-March06
- (iv) EUREPGAP Flower and Ornamentals Normative Documents V1.1-Jan04
- (v) EUREPGAP Integrated Farm Assurance Normative Documents V2.0-March05
- (vi) EUREPGAP Integrated Aquaculture Assurance Normative Documents V2.1-June05

NOTE 1: A service contract signed between a producer and a Certification Body, with a validity beyond December 2007 does not exempt a producer from being inspected against the new version (V3.0-Mar07) from 1 January 2008.

NOTE 2: Even though certificates for Cattle and Sheep may be extended to 18 months, the last date of validity for certificates issued under V2.0-March05 is 30th December 2008.

4.2 **Other Languages**

The English language edition of this and other EUREPGAP documents are the original editions. EUREPGAP documents will be translated into other languages and published on the EUREPGAP website. Once published, these official EUREPGAP documents will be the only ones that may be used for EUREPGAP certification in that language. Translated documents will be identified as having normative status after a thorough translation review. Until the translations reach the normative status, the sentence "please refer to the English version in case of doubt" will be written on each sheet of the translated documents, in the respective language.

Accreditation may be sought and obtained by CBs in other languages only against documents with normative status recognised in this way.

4.3 **Official Communication Updates**

From time to time, when necessary, EUREPGAP will issue edition updates to this General Regulations document or its annexes. All modifications shall be indicated in the "Editions Update Register" at the back of the modified document. The version name shall indicate the date of publication and the "Edition Update Register" shall indicate the date when the new document comes into force.

- For detailed information of the modifications please contact the EUREPGAP Secretariat for the History document.
- When the changes do not affect the accreditation of the standard, the version will remain "3.0" and edition update shall be indicated with "3.-x" (e.g."3.0-1").
- When the changes do affect the accreditation of the standard, the version name will change to "3.x". (e.g."3.1")

The updates will be sent to all EUREPGAP approved CBs as official communications, and will form part of the normative document and must therefore be followed. It is the responsibility of the CBs to inform their clients of such updates.

4.4 Applicants

Any **producer*** of primary agricultural products, which the Integrated Farm Assurance standard covers may apply for EUREPGAP certification through a EUREPGAP approved Certification Body.

**In this document, the term “producer” refers to individual producers as well as producer groups.*

For EUREPGAP certification, the term “producers” is defined as follows:

A person (individual) or business (individual or producer group) representing the production of the products, relevant to the scope (Crops, Livestock or Aquaculture), who has the legal responsibility for the products sold by that farming business.

4.4.1 Rights of Producers

- (i) The CB and applicant will agree on Service of Notice terms, which must include a commitment by the CB to confirm the receipt of formal application for registration within 14 calendar days after the CB received the unique EUREPGAP Client Number (EGN) from the EUREPGAP Database (refer to point 4.8), and to confirm certification within 14 calendar days after closure of any outstanding non-conformances.
- (ii) The service contract between the CB and producer may have an initial duration of up to 3 years, with subsequent renewal or extension for periods up to 3 years.
- (iii) Any complaints or appeals against CBs will follow the CB's own complaints and appeals procedure which each CB must have and communicate to its clients. In case the CB does not respond adequately, the complaint can be addressed to the EUREPGAP Secretariat using the EUREPGAP Complaints Extranet, available on the EUREPGAP website (www.eurepgap.org)
- (iv) A producer may apply to different certification options (*See 5. for explanation of Options*) within the same sub-scope, but **may not** apply to different options for the same product (see Annex I.2 for list of products within the EUREPGAP context).
 - e.g. Possible: Register Apples under Option 1 and Cherries under Option 2.
 - Possible: Register Cattle under Option 1 and Sheep under Option 4.
 - Possible: Register Bananas under Option 2 and Cattle under Option 1.
 - Possible: Register Melons under one Option 2 and peaches under another Option 2
 - Possible: Register Apples under Option 2 and Cucumbers under Option 3.
 - Possible: Register Apples under Option 1 and Cucumbers under Option 1
 - Impossible: Register Salmon under both Options 1 and 3.
 - Impossible: Register Lemons under both Options 1 and 4.
- (v) A producer may change from one CB to another CB, (unless a sanction is pending by a CB, see point 6.2) either voluntarily or if a situation arises where a CB that has previously been approved by EUREPGAP should become not approved (through sanction enforcement, bankruptcy, or other reasons).
- (vi) A producer is able to ask for annulment of the contract held with a CB at any time (unless a sanction is pending by a CB, see point 6.2), and is obliged to do so when changing CBs. This will not allow the producer to avoid paying the registration and other applicable fees owed to the “outgoing” CB.
- (vii) A producer may apply to one CB for certification of one product, and to another CB for another product, under the following circumstances:
 - a) If the producer seeks certification for more than one product under more than one option (as explained in point (iv) above) or
 - b) If the producer participates in more than one certified producer group; (e.g. cattle under one producer group and poultry under another with another CB) or
 - c) If the producer seeks certification across scopes and/or sub-scopes (e.g. across scopes - Crops scope (bananas) and Livestock scope (cattle) or within sub-scope – Fruit and Vegetables (apples and cucumbers) or within Crops scope - Fruit and Vegetables and Combinable Crops).See 4.4.2.vi for producer obligations in this case.
- (viii) A producer/producer group is able to ask voluntarily from the respective CB(s) for a suspension of one, several or all of the products covered by the certificate (unless a sanction is pending by a CB, see point 6.2). This can happen if the producer experiences

difficulty with compliance to the standard and needs time to close any non-compliance out. This suspension will not delay the renewal date, nor will it allow the producer to avoid paying registration and other applicable fees. The producer's status shall change to "self-declared partial suspension" on product level.

- (ix) Confidentiality: EUREPGAP and EUREPGAP approved CBs will treat any information relating to the producer, including details of products and processes, evaluation reports and associated documentation as confidential (unless otherwise required by law). No information is released to third parties without the prior written consent of the producer, except where stated otherwise in this General Regulations document.

4.4.2 Obligations of Producers

- (i) The certificate holder (individual producer in Option 1 or producer group in Option 2) is responsible for compliance of the certified products to the EUREPGAP Control Points and Compliance Criteria and General Regulations within the declared extent of the certificate scopes.
- (ii) Producers must register with an approved CB (or Trustee, see 4.6) as the first step towards obtaining a EUREPGAP certificate. The registration process must be finalised before the first CB inspection/audit.
- (iii) Producers who are sanctioned by a responsible CB cannot change that CB until that CB (the "outgoing" CB) closes out the corresponding non-conformance, or until the sanction penalty period is over.
- (iv) Producers can change the CB they are working with only after "annulment" has been granted by the "outgoing" CB.
- (v) A registered producer that changes CB, or applies to a new CB for certification of a different product, must communicate the unique EUREPGAP client number (EGN) assigned by EUREPGAP, to the CB applied to.
- (vi) When a producer makes use of the service of different CBs as explained in 4.4.1.vii, the producer **must**
- Apply during registration to the EUREPGAP Secretariat for approval through the CB. This will be treated as an exception and the EUREPGAP Secretariat shall permit it based on a valid justification.
 - Agree in writing to inform the relevant CBs if one of the CBs issued a sanction (and all detail of the sanction, i.e. non-conformance, time limit for corrective action, etc.) and also to allow open communication between the CBs regarding the scope and details of actions to be taken across CBs (if any).
 - Agree in writing to allow EUREPGAP to share information on non-conformances and sanctions between the relevant CBs.
 - Assign one CB to be responsible for collection of the registration fee or for granting this role to a chosen trustee (see 4.6). The CB must accept this responsibility in the database.
- (vii) Registered producers are responsible for communicating data updates to CBs according to the internal procedures of each CB, such as farm or product area changes and inclusion/de-listing of members within a producers group.
- (viii) Producers must commit themselves to follow the requirements established in this General Regulations document, including payment of the registration fee established by EUREPGAP, and declare this in a signed document held by the CB.
- (ix) Producers applying for EUREPGAP must specify, at registration, **all** locations and areas where the product that they are seeking certification for, is grown/produced or transported from under their ownership.

4.5 Certification Bodies

4.5.1 Approved Certification Bodies

EUREPGAP approved CBs are accredited through an Accreditation Body (AB) for EN 45011 or ISO/IEC Guide 65 to the relevant scope(s) or the relevant benchmarked scheme scope(s).

Approved CBs must follow EUREPGAP rules and have signed a Certification and License Agreement with EUREPGAP.

Information on CB status (approved or provisionally approved) is available on the EUREPGAP website and producers are urged to verify that the chosen CB appears on the website.

Each CB sets up its own fee structure and will explain it to its prospective clients.

For detailed information on approved CB requirements as well as auditor and inspector qualifications, please see General Regulations Part II: Certification Body Rules.

More information for CBs interested in approval to inspect benchmarked schemes is available in General Regulations Part IV Benchmarking (Options 3 &4).

4.6 Trustees

4.6.1 Approved Trustees

EUREPGAP approved Trustees are organisations (e.g CB, producer group organisations, standard owners, consultants, etc.) that have signed a Licence agreement with EUREPGAP and acquired the right from producers to upload and/or register these producer activities in the EUREPGAP database.

The service includes first registration and any modifications as well as settings of links in the database. The approved Trustee must be granted these rights in writing from the producer or other legal entity in the EUREPGAP system.

4.6.2 Trustee Roles

EUREPGAP approved Trustees are per default the CB for an individual producer, or the group organization for a producer in the producer group.

Any other organisation may apply to the EUREPGAP Secretariat and sign an agreement to perform the role of Trustee and can receive trustee rights and role transferred from the CB where the producer is already registered with the CB and agrees in writing with the transfer.

The Trustee is also responsible to EUREPGAP for timeliness of registration data updates of assigned producers and collecting the EUREPGAP registration fees of these producers.

4.7 National Technical Working Groups

EUREPGAP seeks to gain qualified input from national experts in their own language with respect to interpretation as well as specific legal and structural conditions within the different areas covered by EUREPGAP. The establishment of EUREPGAP National Technical Work Groups (NTWG) is one important step towards this goal. Any interpretation guidelines developed by an NTWG shall go through Sector Committee approval before becoming normative in the specific country.

The groups work in close cooperation with the EUREPGAP Secretariat and the EUREPGAP Committees and support as well as facilitate the EUREPGAP implementation and continuous improvement based on the specific interest area needs.

The EUREPGAP NTWG is the platform to harmonise certification activities within the region and scope. For the EUREPGAP Secretariat the Group will be the direct link in the country and the first contact point.

The Terms of Reference is published on the EUREPGAP website for more information on the operation and roles of these groups.

4.8 Registration

All relevant information concerning producers applying for EUREPGAP certification must be recorded for the producer to become EUREPGAP registered for Option 1, 2, 3 and/or 4. This information will be used by EUREPGAP to supply the registered party with a unique EUREPGAP client number (EGN), which will be used as a unique identifier for all EUREPGAP activities. The registration information includes:

4.8.1 General Information

- (i) Name of Company
- (ii) Name of Contact person
- (iii) Full updated address (physical and postal)
- (iv) Other ID (VAT Number, ILN, UAID, etc.) - whatever is mandatory and available in the country of production.
- (v) Contact data (telephone number and e-mail and/or fax number)

4.8.2 Producer Registration information

The information required is consistent with the information required by the Sub-licence and Certification Agreement signed between the producer and the CB. The following information is required for each product wishing to be registered:

- (i) Product
- (ii) Annual Area under production (crops) / Quantity of production (livestock, aquaculture)
- (iii) Covered or non-covered crop (if crop)
- (iv) First harvest or further harvest (if crop)
- (v) Option
- (vi) Scheme name (if a benchmarked scheme)
- (vii) EUREPGAP Number (EGN) and previous EUREPGAP-related registration number (where applicable)
- (viii) Certification Body(ies) to be used as set out 4.4.2.
- (ix) For Fruit and Vegetables: Exclusion of produce handling when not applicable (for each product certified)
- (x) For Fruit and Vegetables: The EUREPGAP client number(s) (EGN) of the producer(s) who do(es) produce handling if it is included when done off-farm (see Produce Handling Exclusion scope 4.9.6.3)
- (xi) For Fruit and Vegetables: If produce handling is included, the producer must declare whether products are also packed for other EUREPGAP certified producers (in which case all Minor Must control points in the CPCC section FV.5 must also be inspected as Major Musts)
- (xii) For Coffee and Tea: The EUREPGAP client number (EGN) of the processing unit(s) as indicated in the Chain of Custody certification must be entered into the EUREPGAP database as soon as the producer knows it, and it must be communicated to the CB and updated whenever there are changes.
- (xiii) For Livestock: The EUREPGAP client number (EGN) of the transporter(s) must be entered into the EUREPGAP database as soon as the producer knows it, communicated to the CB and updated whenever there are changes.
- (xiv) For Aquaculture: The EUREPGAP client number (EGN) of the transporter(s) (maritime and terrestrial) must be entered into the EUREPGAP database as soon as the producer knows it, and it must be communicated to the CB and updated whenever there are changes.
- (xv) For Aquaculture: The EUREPGAP client number (EGN) of the processing unit(s) as indicated in the Chain of Custody certification must be entered into the EUREPGAP database as soon as the producer knows it, and it must be communicated to the CB and updated whenever there are changes.

4.8.3 Registration Acceptance

For the registration to be accepted, the producer will have:

- (i) signed the Sub-licence and Certification Agreement between the CB and the producer,
- (ii) been assigned a EUREPGAP Client number (EGN), as well as any registration number the CB may assign,
- (iii) agreed to pay the EUREPGAP registration fee as explained in the current EUREPGAP Fee Table (available on the EUREPGAP website).

NOTE: The registration process **must** be finalized, **before** certification can take place.

More information on the registration data detail is available in Annex I.3 – EUREPGAP Registration Data Requirements.

4.9 Certification process

4.9.1 The Control Points and Compliance Criteria (CPCC) document

The EUREPGAP IFA CPCC document is separated into different modules, each one covering different areas or levels of activity on a production site. These sections are grouped into:

1. **“Scopes”** covering more generic production issues, classified more broadly (All Farm Base, Crops Base, Livestock Base and Aquaculture Base).
2. **“Sub-scopes”** covering specific production details, classified per product type (Fruit and Vegetables, Combinable Crops, Coffee (green), Tea, Flowers and Ornamentals, Cattle & Sheep, Pigs, Dairy, Poultry, Salmon and Trout and any sub-scopes that might be added during the validity period of this document).

The sub-scope modules applicable depend on the certificate scope applied for.

It is not possible to certify the respective sub-scope without also verifying compliance to the applicable scope. The inspection of compliance criteria of the scope must be interpreted according to the sub-scope applied for. Any certification applied for that introduces additional sub-scopes into an existing certificate must have the scope inspected taking into account the additional sub-scopes concerned.

The scopes are automatically coupled to the sub-scopes according to the choice of sub-scopes applied for.

e.g. 1: the certification of Pigs automatically involves the certification audit of the All Farm Base and the Livestock Base.

e.g. 2: the certification of Tea automatically involves the certification audit of the All Farm Base and the Crops Base.

e.g. 3: the certification of Salmon automatically involves the certification audit of the All Farm Base and the Aquaculture Base.

NOTE: Where the sub-scope applied for is Dairy, the sub-scope Cattle & Sheep must also be inspected.

It is possible for some sections as a whole to be not applicable; such as the control points on Outdoor Poultry Production (PY.6) if no Outdoor Poultry production occurs, or Final Produce Packing at Point of Harvest (FV.4.2) in Fruit and Vegetable production if there is no final packing in the field.

For more information on the structure and modular approach, please read the introduction at the beginning of the CPCC document.

4.9.2 Inspection timing

The inspection of a producer is linked to the registration (no inspection can take place until the CB has accepted the producer's registration or re-registration, which must be done on an

annual basis - for more information on registration see Annex I.3), but has a different timing according to whether it is a first or subsequent inspection, and depending on the product to be inspected. This is explained below.

4.9.2.1 Crop Certification

(i) First inspections

All records to be externally inspected in the first year are only valid going back up to three months before the date of first harvest after registration is completed, or to the date of the producer's first registration with EUREPGAP, whichever is longer. Harvest and Produce handling must take place after registration with EUREPGAP. Records that relate to harvest or produce handling before the producer registered with EUREPGAP are not valid.

a) *First Inspection Timing at Harvest:*

The ideal timing for inspecting all control points and when sufficient records/evidence is available is during harvest time, especially to facilitate verification of the control points related to harvest (i.e. MRLs, hygiene during harvest, etc.).

b) *First Inspection Alternative Timing*

Alternative timing options may be followed where inspection during harvest time is not possible. The 1st inspection therefore takes place before or after harvest (though always after registration of the farmer). In these cases, justification for this alternative timing must be given by the CB, and noted in the audit report. Examples of justification may be logistics and timing constraints of farmer and/or inspector, variation in harvest dates, perennial crop not yet producing a crop, etc. Additionally the following constraints need to be followed by the CB:

1. Practically, inspection of records and visual evidence requires that the inspection must take place as close to harvest as possible, for the inspector to verify as many control points as possible.
2. Some control points will not be able to be inspected if the inspection is made before harvest of the registered crop, and as a result either a follow-up visit will be required, or proof can be sent by fax, photos or other acceptable means (to be discussed and agreed between farmer and CB). No certificate will be issued until all control points have been verified and closed out. If once the farmer is registered, harvest has already taken place at the moment of inspection, the farmer must retain evidence for compliance of control points related to that harvest, otherwise some control points may not be able to be checked and certification is not possible until the following harvest.
3. The CB must make sure that in the sampling for unannounced visits, those farmers that did not receive a 1st inspection during harvest have a greater chance of getting an unannounced inspection during the next harvest (this needs to be conveyed to the farmer when discussing inspection timing). Additionally, the CB must make every effort to carry out the subsequent inspection during harvest.

c) *First Inspection Timing and Multiple Crop Certifications:*

The farmer may be seeking certification for more than one crop, and the crops may not all have the same seasonal timing, i.e. harvest of one crop does not necessarily coincide with the harvest of other crops.

Here there are two scenarios:

1. Where the crops to be included in the certification scope are concurrent, i.e. cropped at the same time, then the first year's inspection will be timed so that the principal crop can be viewed at or as close to harvest as possible, making an assumption that the other crops will be compliant to the same degree ("principal crop" will be defined by the CB in their inspection procedures, taking into account area, food risk, market for export, or any other relevant criteria).

Where the CB considers it necessary, evidence of compliance can be demanded closer to harvest of the “non-principal” crops, and a re-visit may be scheduled when any outstanding control points may be verified.

2. Where the crops to be included in the certification scope are consecutive, i.e. the production of one crop finalises before the production of the next one commences, then in the first year a full inspection of the first crop must be made during harvesting. Subsequent crops grown in that same first year can be added to the certificate only once compliance has been verified for each crop, either through a site inspection at harvest of each crop or through application of guidelines set out in point 4.9.2.1.i.b.3 above.

(ii) Subsequent inspections

There must be at least one product of the registered sub-scope present (present meaning in the field, in the storage, or crops that are not yet ready for harvest) to give the CB confidence that any other registered crops (if any) not present at that time, are handled in compliance with EUREPGAP.

a) **Extension of certificate validity:**

There may arise situations where there is no crop or produce present at the time when the annual inspection is due (i.e. only one crop is registered and harvest has already taken place and there is no storage on farm). In such cases, providing the farmer has re-registered at the end of the period of validity of the previous certificate, and the CB concerned had also issued the previous certificate of the farmer, the CB can opt to extend the validity of the previous certificate by up to 3 months longer than the 12 month period (15 months in total), in order to be able to reach a point in time when the farm may be inspected with presence of crop/produce. An extension can only be granted if the producer re-registered before the expiry date.

Therefore, the subsequent inspection can be done at any time during an “inspection window” that ranges for 9 months: **from 6 months before** the original expiry date of the certificate, and (only if the CB extends the certificate validity in the EUREPGAP database) **up to 3 months after** the original expiry date of the certificate.

e.g. 1st certification date: 14 February 2007 (expiry date: 13 February 2008)

2nd inspection can be any time from 14 August 2007 to 13 May 2008, if the certificate validity is extended.

The **validity date** for subsequent certificates issued shall however always **revert** to the date linked to the original certification date (13 February 2009, 13 February 2010, etc.).

NOTE: Registered producers and/or producers with certified products must re-register annually before the expiry date; otherwise the product status will change from “Certified” to “Certificate not renewed or not reregistered”.

A valid justification (see 4.9.2.1.ii.a) must be given before the CB can extend the certificate validity in the database.

4.9.2.2 Livestock and Aquaculture Certification

- (i) The registered livestock or aquaculture species must be present on the farm at the time of the inspection.
- (ii) The subsequent inspection can be done any time during an “inspection window” that ranges for 9 months: from 6 months before the original expiry date of the certificate, and (only if the CB extends the certificate validity in the EUREPGAP database) up to 3 months after the original expiry date of the certificate except for Cattle and Sheep and Dairy; see point (iii)).

e.g. 1st certification date: 14 February 2007 (expiry date: 13 February 2008)

2nd inspection can be any time from 14 August 2007 to 13 May 2008, if the certificate validity is extended.

The **validity date** for subsequent certificates issued shall however always **revert** to the date linked to the original certification date (13 February 2009, 13 February 2010, etc.; except for Cattle and Sheep and Dairy, see point (iii)).

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- (iii) Where a producer has registered for the Cattle & Sheep and Dairy sub-scopes **only** (including the applicable base scopes), the subsequent inspection can take place **up to 18 months after the first inspection, providing the registration and licence fee is paid annually** and the certificate validity has been extended by 6 months in the database. The “inspection window” ranges for 12 months: from 6 months before the original expiry date of the certificate, up to the end of the extension period. If, however, the producer or producer group has also registered for other sub-scopes, the inspection frequency must be once in every 12 months in order to match the base scope inspections of those other sub-scopes registered for.

e.g. for Cattle and Sheep and Dairy only:

1st certification date: 14 February 2007 (expiry date: 13 February 2008, after re-registration and payment of the registration and licence fee can it be extended to 13 August 2008)

the 2nd inspection can be any time from 14 August 2007 to 13 August 2008, if the certificate validity is extended before the expiry date of 13 February 2008.

The validity date for subsequent certificates issued for producers who extended the validity to 6 months after the annual registration shall always revert to the date linked to the original certification date plus 18 months (13 February 2010, 13 August 2011, etc.).

NOTE: Extension can only be done after the producer has re-registered (before the expiry date) and paid the annual registration and licence fee.

- (iv) **For Livestock:** Decision-making on inspection timing in every 24-month period must take winter/summer conditions into consideration – indoor and outdoor production must be verified once during this period where it exists.
- (v) **All products certified,** must be subjected to an inspection prior to issuing the certificate.

NOTE: Registered producers and/or producers with certified products must re-register annually before the expiry date; otherwise the product status will change from “Certified” to “Certificate not renewed or reregistered”.

4.9.3 Compliance levels

Compliance with EUREPGAP IFA consists of three types of control points (set out in the Control Points and Compliance Criteria documents) that the producer is required to comply with in order to obtain EUREPGAP certification. These are Major Musts, Minor Musts and Recommendations, which must be fulfilled with as follows:

4.9.3.1 Major Musts

100% compliance of all applicable Major Must control points is compulsory.

Reference evidence must be recorded as comments next to each Major Must in the checklist.

4.9.3.2 Minor Musts

For all scopes 95% compliance of all applicable Minor Must control points is compulsory for the sum of the control points in the applicable modules. For the sake of calculation, the following formula will apply for each combination of modules:

$$\left\{ \begin{array}{l} \text{(Total number of} \\ \text{Minor Must} \\ \text{control} \\ \text{points/module)} \end{array} \right. - \begin{array}{l} \text{(Not Applicable} \\ \text{Minor Musts control} \\ \text{points scored)} \end{array} \left. \right\} \times 5\% = \begin{array}{l} \text{(Total Minor Must} \\ \text{control point Non-} \\ \text{compliance} \\ \text{allowable)} \end{array}$$

e.g. A producer seeks certification for Fruit and Vegetables: The producer needs to comply with 95% of the applicable Minor Musts of the All Farm (AF), Crops Base (CB) and Fruit and Vegetables (FV) modules combined.

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e.g. A producer seeks certification for Combinable Crops and Dairy: The producer needs to comply with 95% of the applicable Minor Musts of the All Farm (AF), Crops Base (CB) and Combinable Crops (CC) modules combined and with 95% of the applicable Minor Musts of the All Farm (AF), Livestock Base (LB), Cattle and Sheep (CS) and Dairy (DY) modules combined.

e.g. $(\text{Total number of Minor Must control points/module} - \text{NA Minor Must}) \times 5\%$
 $(122 - 52) \times 0.05 = 70 \times 0.05 = 3.5$.

This means that the total number of Minor Must control point non-compliance allowable is 3.5, which must be rounded down. Therefore this producer can only have 3 Minor Must control points that are non-compliant.

70 applicable Minor Must control points – 3 non-compliant Minor Must control points = 67. This gives a compliance level of 95.7%, whereas if 3.5 were rounded up to 4 it would give a compliance level of 94.2% that is **not compliant with the certification rule**.

*NOTE: A score for example of 94.8% **cannot** be rounded to 95% (the pass percentage)*

4.9.3.3 Recommendations

No minimum percentage of compliance is set.

All Recommendation control points in the CPCC must be inspected during the self-assessments (Option 1), internal inspections (Option 2) and external announced inspections by CBs.

4.9.4 Compliance Verification and Comments

Compliance is indicated with a “Yes” (for compliant), “No” (for not compliant), and “N/A”.

Control points that are indicated as “No N/A” in the compliance criteria field, unless specifically indicated in the respective compliance criteria text, must be inspected and may not be justified as being “not applicable”. In cases of exception where the control point is not applicable, the answer must be given as “yes” with a clear justification.

Evidence (comments) should be provided for each control point – these shall enable the audit trail to be reviewed after the event, and will include details of references taken during the inspection. It is, however, obligatory to give evidence (comments) for **all** the Major Musts control points inspected/audited in all external inspections, self-assessments, and internal inspections.

***NOTE:** Comments **must** be entered in the checklist for all control points that are found to be **non-compliant** during external inspections and self-assessments/internal inspections and audits.*

4.9.4.1 Non-compliance vs Non-conformance

Non-compliance: A EUREPGAP control point in the checklist is not fulfilled according to the compliance criteria.

e.g. The producer does not comply with the Minor Must AF.2.2.2

Non-conformance: A EUREPGAP rule that is necessary for obtaining the certificate (see 4.9.3.1 and 4.9.3.2) is infringed.

e.g. The producer does not comply with a Major Must (e.g. AF.1.2) or complies only with 93% of the applicable Minor Musts of the scope applied for instead of the required 95%.

4.9.5 Validity of EUREPGAP certificate

Certificate granting is conditional on compliance by the producer with all the applicable requirements set out in this General Regulations document.

4.9.5.1 Time period

The validity of the certificate will be 12 months subject to any sanctions and extensions in accordance with the scope described. A certificate cannot be issued with a validity period of less than 12 months.

NOTE: Only when the producer reconfirmed registration before the expiry period, can the validity period be extended to 15 months (See 4.9.2.1.ii and 4.9.2.2.ii), or for Cattle and Sheep and Dairy only to 18 months (see 4.9.2.2.iii).

The initial **date of validity** that appears on a paper certificate will be the date when the CB made the **certification decision** after all non-conformances were closed out.

4.9.5.2 Paper certificate requirements

The certificate issued by a CB must conform completely to the templates for Option 1, 2, 3 and 4 available on the EUREPGAP website. The paper certificate will be replaced by an electronic certificate when available and will be supported by the EUREPGAP Database. From that moment on, the CB will only issue certificates using the information available at that time in the EUREPGAP Database.

4.9.5.3 E-certificate

The electronic certificate (abbreviation: e-certificate) will be issued by the EUREPGAP approved CB by making use of the current data in the EUREPGAP database and will be the online way to verify certification at any time. The e-certificate will carry a date and time stamp to indicate verification and download date.

*NOTE 1: EUREPGAP Approved CBs may issue a letter of Non-Conformance where EurepGAP has given its approval on a case-by-case basis. This letter **must** follow the template available on the CB Extranet. It cannot show the EUREPGAP logo and is **not equivalent** to a EUREPGAP certificate. It will state that the producer has been inspected, but that the producer cannot be certified because it is not possible (due to reasons beyond the producer) to comply with a specific Major Must..*

*NOTE 2: EUREPGAP CBs or their subcontracted parties **shall not** issue any other communication to or about a producer to demonstrate any other status than those described in Annex I.4.*

4.9.6 Granting Scopes

These scopes are cumulative, not alternative, and must be considered together when registering, certifying and applying any sanctions. This means that product scope is linked to the location where that product is produced. *Product produced in a non-registered location cannot be certified, and likewise products other than those in the registered scope that are grown on a registered location cannot be certified.* Sanctions will apply across products and location if a complete sanction is imposed.

Only producers may apply for EUREPGAP certification of their products.

4.9.6.1 Product scope

- (i) Certificate and sub-Licence is issued to the registered producer, on the farms where the products are produced and for the products declared.
- (ii) A producer who is included in the annex of a certificate of a producer group for a registered list of product(s) may only sell product outside of the group IF the product is not sold as EUREPGAP certified. Products sold outside of the group cannot make reference to the EUREPGAP certificate and all sales volumes must be reported to the group and the mass balance will indicate these sales.
- (iii) The legal entity that places the certified product on the market must be the legal certificate holder.

4.9.6.2 Location scope

- (i) The entire production process of the declared and registered products must comply with EUREPGAP requirements. Certified locations cannot be separated

into growing areas or production facilities that are certified and other growing areas or production facilities of the same product that are excluded from certification.

e.g. If a producer registered “apples” or “pigs” to be certified, the entire production process of all the apples or pigs produced under the ownership of the producer must be declared, registered and certified.

4.9.6.3 Produce Handling exclusion

For Fruit and Vegetables sub-scope certification (see Figure 4.9.6.3):

- (i) When a producer does produce handling (see definition in Annex I.1), control points FV.5 are obligatory for the respective product. If the produce handling facility already has BRC/IFS/SQF 2000 certification, the EUREPGAP inspector needs not inspect the whole section FV.5, but must anyway inspect FV.5.8.1-14.
- (ii) When no produce handling takes place on farm, this must be declared during registration and will be indicated on the certificate.
- (iii) If a producer does not do produce handling on farm, but at another producer that does have EUREPGAP certification (including produce handling), produce handling can be included on the growing producer’s certificate, AS LONG AS
 - a) The produce still belongs to the growing producer when packed
 - b) The produce handling facility is on farm of the packing producer and produce handling is included in the packing producer’s certificate
 - c) If the products specified on the certificate as being packed are the same for both producers
 - d) The produce handling facility has clear traceability to individual producers
 - e) All Minor Must CPCCs under FV.5 are being inspected as Major Musts for the packing producer.
 - f) The produce handling facility does not pack nor handle and store non-EUREPGAP produce of the product(s) scope specified on the certificate.

All other cases must be presented to the EUREPGAP Secretariat on a case-by-case basis.

4.9.6.4 Harvesting exclusion –exceptional

For Fruit and Vegetables sub-scope certification;

- (i) If produce is sold in the field before harvest and the buyer, who is also responsible for produce handling, harvests the produce, the Harvesting section (FV.4) can be excluded from the producer’s certificate. This exception applies where the produce does not belong to the producer anymore at point before harvest and the producer has no control over the harvesting process, i.e. no knowledge or influence on the exact time of harvest. It is also not an activity that is subcontracted by the producer.
- (ii) The producer must apply for exclusion per product during registration with detailed justification. The EUREPGAP Secretariat will give approval of exclusion on a case-by-case basis **before** the registration is approved.

If harvesting is excluded for the producer or producer group, produce handling shall also be excluded for that producer or producer group.

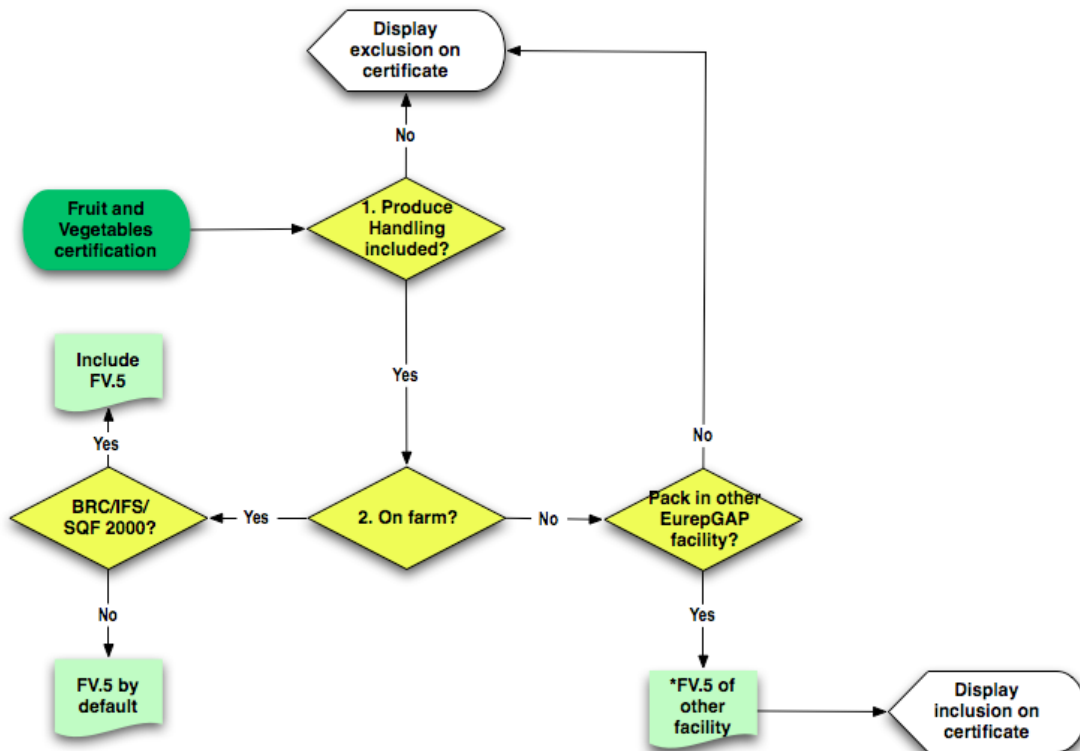


Figure 4.9.6.3 Exclusion or Inclusion of Produce Handling

*See requirements under 4.9.6.3(iii).

4.9.6.5 Chain of Custody

- (i) The Chain of Custody (CoC) scope covers all activities once products are sold off the farm and its legal ownership over the product is taken over by a different party (trading, storing, collecting, transport, and processing to the point of final customer selling to the end-consumer) and consists of a management system with an appropriate combination of segregation and identification to ensure that certified and uncertified materials are not mixed. This is used in the certification of the Aquaculture scope and the Green Coffee and Tea sub-scopes certification.
- (ii) Product processing remains outside EUREPGAP scope, where not explicitly included. In addition, EUREPGAP links up with among others, BRC and IFS, to cover the supply chain.

4.10 Maintenance of EUREPGAP certification

- (i) The registration of the producer and the proposed products for the relevant scopes must be re-confirmed with the CB annually **before** the expiry date.
- (ii) The full checklist and verification process must be completed by the inspector annually for the process of certification to be carried out (except for Cattle and Sheep, that may have 18-month inspection intervals, see 4.9.2.2(iii)).

5 CERTIFICATION OPTIONS

Producers can achieve EUREPGAP certification under any one of the four options described below.

5.1 Option 1

Individual producer applies for EUREPGAP certification. The individual producer will be the certificate holder, once certified.

5.1.1 Internal Self-assessment

5.1.1.1 Frequency

The internal self-assessment must be carried out at least once a year. This self-assessment will be carried out under the responsibility of the producer.

5.1.1.2 Scope

The self-assessment shall be against the complete checklist (Major and Minor Musts and Recommendations) of the applicable scope(s) and sub-scope(s). The completed checklist must be available on site for review by the inspector during the external inspection.

5.1.2 External Inspection by EUREPGAP approved CB

5.1.2.1 Frequency

One announced external inspection carried out by the EUREPGAP approved CB per annum of the registered producer.

5.1.2.2 Scope

The CB will inspect the complete checklist (Major and Minor Musts and Recommendations) of the applicable scope(s) and sub-scope(s).

5.1.3 Unannounced Surveillance Inspections

5.1.3.1 Frequency

The granting CB (or its subcontracted agent) will carry out an additional minimum of 10% unannounced surveillance inspections per annum among all certified producers it has registered under Option 1. A EUREPGAP auditor or inspector can carry out the inspections.

5.1.3.2 Scope

The CB will inspect the Major and Minor Musts of the applicable scope(s) and sub-scope(s). Any non-compliance will be handled in the same way as those found during an announced inspection

5.1.3.3 Notification

The CB will inform the producer within 48 hours in advance of the intended visit. In the exceptional case where the proposed date is impossible to be accepted by the producer (due to medical or other justifiable reasons), the producer will have one more chance to be informed of an unannounced surveillance inspection. The producer shall receive a written warning if the first, or where applicable, second proposed date has not been accepted. The producer will receive another 48-hour notification of a visit. If the visit cannot take place because of non-justifiable reasons, a complete suspension will be issued.

5.2 Option 2

A producer group (see requirements in PART III – Producer Group Certification) applies for EUREPGAP group certification. The producer group, as legal entity, will be the certificate holder once certified.

5.2.1 Internal Quality Management System (QMS) Audit

5.2.1.1 Frequency

The QMS, developed according to requirements set out in the General Regulations PART III – Producer Group Certification, must be audited internally, at least annually by the internal producer group auditor (see internal auditor requirements in PART III. Appendix 2).

5.2.1.2 Scope

The audit must be carried out by using the QMS Checklist, which is based on the General Regulations PART II – Certification Body Rules, Appendix 3 and Part III – Producer Group Certification.

5.2.2 Producer Group Internal Producer Inspections

5.2.2.1 Frequency

A minimum of one internal inspection per annum of each registered producer within the producer group must be carried out by qualified internal producer group inspectors (see requirements in PART III Appendix 1) within the producer group, or subcontracted to an external verification body, different from the certification body responsible for the external certification inspections of the group.

NOTE: Self-assessments by each member of the group is only required if it is an internal requirement by the group, but it is not a EUREPGAP requirement

5.2.2.2 Scope

The internal inspection shall be based on the complete EUREPGAP checklist (Major and Minor Musts and Recommendations) of the applicable scope(s) and sub-scope(s).

5.2.3 External Quality Management System (QMS) Audit by EUREPGAP approved Certification Body

5.2.3.1 Frequency

One announced external audit carried out annually by the EUREPGAP approved CB of the registered producer group.

5.2.3.2 Scope

The CB will audit the QMS by using the QMS Checklist based on the General Regulations PART II – Certification Body Rules, Appendix 3 and Part III – Producer Group Certification.

5.2.4 External Producer Inspection by EUREPGAP approved Certification Body

5.2.4.1 Frequency

External farm inspections are annual.

5.2.4.2 Sampling

Selection of producers is made by taking a random sample that, as a minimum, is the square root (or next whole number rounded upwards if there are any decimals) of the total number of EUREPGAP registered producers within the producer group (see criteria to determine sample size in General Regulations Appendix II.3, 6.1.2 (v)).

For the first inspection by a newly chosen CB or against a new version, the square root (as a minimum) of the producers in a producer group must be inspected in full by the CB.

Example: Producer Group X has 25 registered members, and the CB, after the QMS audit, sets the square root as the sample. Therefore, 5 producers ($\sqrt{25}$) must be inspected at this first inspection.

During the validity period (12 months) of a certificate, the CB will carry out an unannounced inspection on a number of producers in the producer group equivalent to 50% of the inspection sample size inspected in the previous announced inspection. Only if the producers inspected externally have no non-conformities raised in that unannounced surveillance inspection, the following regular announced inspection by the CB will be reduced to 50% of the original farmer sample size (providing the findings from the Quality Management System audit carried out at the following regular announced inspection are also favourable to this reduction)

Example: Six months after the certificate was issued to Group X (full compliance with QMS audit and 5 farm inspections), the CB inspects 3 (50% of 5 = 3) producers

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unannounced. If the 3 producers have no non-conformities during this unannounced surveillance inspection, the CB will only check 2 producers during the following regular announced inspection IF the QMS audit during the regular announced inspection does not show any non-conformances. If any non-conformance is raised during the “unannounced” surveillance inspection, Group X will be sanctioned accordingly, and no reduction of sample size will result in the next regular announced inspection.

If there are non-conformities raised in the unannounced inspections, in the following regular announced inspection, justification must be given for inspecting only the minimum (square root) sample size, and not an increased sample size.

5.2.4.3 Scope

The CB will inspect the complete checklist (Major and Minor Musts and Recommendations) of the applicable scope(s) and sub-scope(s).

5.2.5 Unannounced Surveillance Audits

5.2.5.1 Frequency

The granting CB (or its subcontracted agent) will annually carry out additional unannounced surveillance audits on a minimum of 10% of all certified producer groups it has registered under Option 2. These additional unannounced surveillance audits will cover only the Producer Group Quality Management (QMS) system. If the CB has 10 or fewer producer groups registered under Option 2, 1 producer group must be chosen.

The 10% must not only take into account total numbers, but must be calculated considering factors such as geography, legislation (where several jurisdictions are covered by the CB), crop type, compliance history, etc.

5.2.5.2 Scope

The CB will audit the QMS of the group. Any non-conformances will lead to a sanction applied to the whole group.

5.2.5.3 Prior Notification

The CB will inform the producer group within 48 hours in advance of the intended visit. In the exceptional case where the proposed date is impossible to be accepted by the producer group (due to medical or other justifiable reasons), the producer group will have one more chance to be informed of an unannounced surveillance inspection. The producer group shall receive a written warning if the first, or where applicable, second proposed date has not been accepted. The producer group will receive another 48-hour notification of a visit. If the visit cannot take place because of non-justifiable reasons, a complete suspension will be issued.

5.3 Options 3 and 4

Benchmarking: The scheme applying for benchmarking is assessed for equivalence by comparing content and performance criteria against EUREPGAP. Refer to the EUREPGAP Benchmarking Procedure in its latest version and see the General Regulations PART IV – Benchmarking (Options 3 & 4) for more information.

Scheme Rules: All registered producers/sites/farms Licenced/certified are operating under the Applicant Scheme rules.

EUREPGAP Approved CBs: All certification carried out within a full Benchmarked Standard must be done by EUREPGAP approved CBs that must be accredited to EN 45011 or ISO 65 to the scope of the benchmarked standard and for the case of Approved Modified Checklist (AMC) category to EUREPGAP.

5.3.1 External Inspection by EUREPGAP approved CB

5.3.1.1 Frequency

The applicant scheme must ensure verification of producers according to rules for Option 1 and of producer groups according to rules for Option 2

6 NON-CONFORMANCES AND SANCTIONS

6.1 *Types of Non-Conformances*

Three types of non-conformances exist within EUREPGAP; Major Must, Minor Must and Contractual. They cover control point compliance and contractual issues, as detailed below:

6.1.1 Major Must Non-Conformances

6.1.1.1 Sub-scope Level

This type of non-compliance is when the producer does not comply with 100% of the Major Musts in one of the sub-scope modules.

e.g. The producer seeks certification for green beans, and a non-conformance with one of the Major Musts in the Fruit and Vegetables sub-scope is detected. The green beans **cannot** be certified and a suspension is applied.

e.g. The producer seeks certification for green beans and coffee. A non-conformance of a Major Must is detected in the Coffee sub-scope. The Coffee cannot be certified, and a warning is applied to that sub-scope. The green beans can **only** be certified **IF** the responsible CB justifies that there is no concern to the integrity of the producer and production as a whole resulting from the Major Must non-conformance in the Coffee sub-scope

6.1.1.2 Scope Base Level

A non-conformance on scope base level is when there is not 100% compliance with the Major Musts in any of the Base scopes.

e.g. The producer seeks certification for pigs. A non-conformance with one of the Major Musts in the Livestock Base scope is detected. The pigs **cannot** be certified.

e.g. The producer seeks certification for pigs and vegetables. A non-conformance with one of the Major Musts in the All Farm Base is detected; **neither** the pigs, **nor** the vegetables can be certified.

e.g. A producer seeks certification for pigs and vegetables. A non-conformance with one of the Major Musts in the Crops Base is detected, and a suspension is applied to all products covered by the Crops Scope and respective sub-scopes. The pigs can only be certified if the responsible CB justifies that there is no concern to the integrity of the producer or production as a whole resulting from the non-conformance in the Crops.

6.1.2 Minor Must Non-Conformances

When a producer complies with less than 95% of the Minor Musts of the applicable control points, a Minor Must non-conformance is issued.

e.g. 1: A producer seeks certification for cattle and complies with 100% of the Major Musts, but only 90% of the applicable Minor Musts, corrective action is needed before certification can take place.

e.g. 2: A producer seeks certification for cattle and pigs. The producer complies with 100% of the Major Musts and 95% of the applicable Minor Musts for cattle, but only with 92% of the applicable Minor Musts for pigs. The certificate can only include pigs when corrective actions on the non-compliances have been closed out. See 6.2.2.iv

6.1.3 Contractual Non-Conformances

6.1.3.1 Major Contractual Non-Conformance

Non-compliance of any of the agreements signed in the contract between the CB and the producer that **objectively shows mismanagement** on EUREPGAP related procedures at producer level.

6.1.3.2 Minor Contractual Non-Conformance

Non-compliances of minor issues agreed in the contract between the CB and the producer.

6.1.3.3 Technical Contractual Non-Conformance

Non-compliance of any of the agreements signed in the contract between the CB and the producer or any issue found during the inspection that leads to technical doubts about the producer's **way of proceeding**.

6.2 Types of Sanctions

All CBs and producer groups must have in place a penalty procedure addressing non-conformances identified as described in 6.1.

Three types of sanction exist within EUREPGAP; Warning, Suspension and Cancellation. These apply to non-conformances that result from non-compliances with control points and contractual issues. Additionally, the producer may voluntarily impose Suspensions (via the CB).

Sanctions are applied to the producer as well as to the product, and can extend from before the certificate is issued (i.e. if a non-conformance is detected in a first inspection) to after it has expired (i.e. when a cancellation is applied).

Producers will be prevented from changing CB until the non-conformance that led to the respective sanction is satisfactorily closed out.

6.2.1 Warning

- (i) For all types of non-conformance detected, a Warning is issued.
- (ii) A time period allowed for correction will be agreed upon **between the CB and producer**, up to a maximum corrective action submission period of 28 calendar days from the date of the Warning.

*NOTE 1) If the non-compliance is against a **Major Must** that is not complied with, time given for compliance before suspension is applied, which is up to a maximum delay of **28 days**, will depend on the criticality of the non-compliance, in terms of safety of people, environment and consumers, evaluated by the inspector/auditor carrying out the inspection/audit decision on the period for implementing corrective actions. The CB shall make the decision on the period that is given (within the 28-day limit) to the producer for closing out the Major Must non-conformance. No time is given for compliance where a serious threat to the safety of people, environment and consumer is present. **QMS** points can be closed out through a plan for closing out the non-compliance. The period must be set according to criticality of non-compliances and circumstances, detailing the specific number of days for the producer to close out the non-compliance, up to a maximum of 28 days. The producer **MUST** close out Major Must non-conformances before obtaining/regaining certified status.*

- (iii) If the cause of the sanction is not resolved within the time period set (maximum of 28 days), a Suspension is imposed.

6.2.2 Suspension

- (i) A Suspension is issued when a producer cannot show sufficient corrective action after a Warning has been issued. A suspension may also be issued to the producer who voluntarily asks for it, for some (partial) or all (complete) of his products.
- (ii) After the Suspension is applied, a time period allowed for correction will be set **by the CB**, and will have a maximum validity of 6 months. If the suspension is voluntary, the period and corrective actions for compliance are set by the farmer himself, which must be agreed upon with the respective CB(s), but must be closed out before re-registration.
- (iii) During this time (period of suspension), the producer will be prevented from using the EUREPGAP logo/trademark, Licence/certificate or any other type of document that has any relation to EUREPGAP.
- (iv) Two types of Suspension exist:
 - a) **Partial:** only certain part(s) of the certified product scope is/are suspended.

e.g. If apples and cherries are certified, a Partial Suspension can be issued for the entire cherry production if there is not sufficient corrective action after the warning has been issued. This is only possible if the non-conformance that resulted in the warning was only detected in the cherries.

e.g. If a Warning for the following situation has not been closed out, a Partial Suspension is issued to the group whereby the one producer is suspended and not the whole group: A non-conformance is detected at one producer in a producer group, and after the CB investigated by increasing the sample size to determine the seriousness of the non-compliance within the producer group, decided that the QMS is compliant and that the one producer is non-compliant.

- b) **Complete:** all certified product scopes are suspended for a period of time set by the CB.

If the reason for the suspension relates to a non-conformance against the All Farm scope or Base scopes (Crops Base, Livestock Base or Aquaculture Base) that covers all the sub-scopes of the certified products, a complete suspension must be issued.

e.g. A Warning was issued based on a Major Must non-conformance in the All Farm module.

e.g. If only apples are registered and certified (in other words only one sub-scope and only one product), a complete suspension must be issued.

- (v) Suspension will be lifted when there is sufficient evidence of corrective action (either through a follow-up visit with additional cost to the producer, or other written or visual evidence) within the allocated time for correction (6 months or shorter).
- (vi) If the cause of the Suspension is not resolved within the time period set, the certificate and the producer will be sanctioned with a Cancellation.

6.2.3 Cancellation

- (i) A Cancellation of the contract will be issued when
- A producer cannot show sufficient corrective action after a Partial or Complete Suspension has been issued and six months have elapsed, or
 - A non-conformance in one scope leads to doubt about the integrity of the produce, or
 - when major contractual non-conformances are detected (see 6.1.3.3).
- (ii) A Cancellation of the contract will result in the total prohibition of the use of the EUREPGAP logo/trademark, Licence/certificate, or any device or document that could relate to EUREPGAP.
- (iii) A producer that has had a Cancellation sanction applied may not re-submit for EUREPGAP certification until 12 months after the date of Cancellation.

6.3 Notification and Appeals

6.3.1 Decisions on Sanction

- (i) All sanctions (Warnings, Suspensions, and Cancellations) will be decided by the CB Certification Committee (or equivalent decision making department of the CB).
- (ii) Upon finding that a producer no longer conforms to the EUREPGAP standard, the inspector/auditor will report this to his CB and to the certified producer, detailing the non-compliances identified during the inspection.
- (iii) The EUREPGAP Sector Committees reserve the right to impose certain sanctions for certain non-compliances. These will be detailed in an Annex and CBs and their clients will be made aware of these.

6.3.2 Producer Resolutions

- (i) The producer must either resolve the non-conformances communicated or appeal to the CB in writing against the non-conformances, explaining the reasons for the appeal.

- (ii) If the non-conformances are not resolved within the permitted time scale, the sanction will be escalated as explained in 6.2.

6.3.3 Lifting of Sanctions

- (i) If a producer notifies the CB that the non-conformance is resolved before the set period, the respective sanction will be lifted, subject to satisfactory evidence and closing out.

6.3.4 Sanctioning of Certification Bodies

- (i) EUREPGAP reserves the right to sanction CBs based on evidence of not following procedures or clauses of the Certification and Licence Agreement signed between EUREPGAP and the CB (refer to General Regulations Part II, 3.2 for Types of sanctions).

7 TRAINING

7.1 Train-the-Trainer workshops

EUREPGAP recognises the global need for qualified EUREPGAP training, which can be cost efficient and customised for growers. There is no official requirement for producers to show proof that a staff member or external adviser has attended a EUREPGAP training course.

EUREPGAP will conduct Train-the-Trainer (TT) Workshops including an examination for final approval, to provide a limited but sufficient number of qualified trainers and register them on the EUREPGAP website. Once qualified, the trainer can conduct classroom-training courses (train-the-public)

For more information on training offered by EUREPGAP and how to become an approved Train-the-Public trainer, refer to General Regulations Part V.

8 ABBREVIATIONS AND REFERENCE DOCUMENTS

8.1 Abbreviations

AB	Accreditation Body	CB	Certification Body
CC	Compliance Criteria	CoC	Chain of Custody
CP	Control Point	CPCC	Control Points and Compliance Criteria
IFA	Integrated Farm Assurance	HACCP	Hazard Analysis, Critical Control Points
NTWG	National Technical Working Group	SC	Sector Committee
CBC	Certification Body Committee	IAF	International Accreditation Forum
MLA	Multilateral Agreement	EA	European co-operation for Accreditation
CL	Checklist	QMS	Quality Management System
BMCL	Benchmarking Checklist		

8.2 Reference Documents

- (i) EUREPGAP Certification and Sublicence Agreement
(ii) EUREPGAP Certification and Licence Agreement
(iii) EUREPGAP Control Points and Compliance Criteria – Integrated Farm Assurance
(iv) EUREPGAP Checklist – Integrated Farm Assurance
(v) EUREPGAP Benchmarking Procedures
(vi) EUREPGAP Benchmarking Cross-Reference Checklist

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- (vii) EN 45011 or ISO / IEC Guide 65:1996. General requirement for bodies operating product certification systems
- (viii) IAF Guidance on the Application of ISO/IEC Guide 65:1996. Issue 2 (IAF GD 5:2006)
- (ix) ISO/IEC 17020:2004 General criteria for the operation of various types of bodies performing inspection.
- (x) ISO/IEC 17025:2005. General requirements for the competence of testing and calibration laboratories.
- (xi) ISO/IEC 17011 General requirements for accreditation bodies accrediting conformity assessment bodies
- (xii) ISO 19011 Guidelines for quality and/or environmental management systems auditing.

9 APPENDIX I.1 RULES FOR USE OF EUREPGAP TRADEMARK AND LOGO

The EUREPGAP trademark and logo as defined in this document may never appear on the product, consumer packaging of the product, or at the point of sale.

The Certification Body is expected to check up on the correct use of the EUREPGAP trademark and logo on farms at all times. Infringement of these rules by suppliers could lead to sanctions.

9.1 EUREPGAP Trademark

The EUREPGAP Trademark is the word “EUREPGAP” in any shape or form.

- (i) Producers may only use the trademark sign to maximum height of 100 millimetres on pallets that only contain certified EUREPGAP products and that will NOT appear at the point of sale.
- (ii) EUREPGAP certified producers may use the trademark in business-to-business communication, and for traceability/segregation/identification purposes on site at the production location.
- (iii) EUREPGAP Retailer, Associate and Supplier members can use the trademark in promotional material (not directly linked to certified product) and in business-to-business communication.

9.2 EUREPGAP Logo

9.2.1 Specifications

The EUREPGAP logo must always be obtained from the EUREPGAP Secretariat. This will ensure that it contains the exact corporate colour and format, as below:



9.2.2 Use of EUREPGAP Logo

The EUREPGAP Secretariat makes use of the EUREPGAP logo, and Licences its restricted use to the following organisations:

- (i) EUREPGAP Retailer, Associate and Supplier members may use it ONLY in relation to membership claims and business-to-business communication. Business-to-business communication includes the use of signs, letterheads, visiting cards, and advertisement publicity. Supplier members can only use the logo in this way when there is a valid EUREPGAP certificate linked to that member.
- (ii) Accredited EUREPGAP approved Certification Bodies, for promotion of their accredited EUREPGAP certification activities in business-to-business communication, and on accredited EUREPGAP certificates by them.
*NOTE: Certification Bodies that are NOT yet accredited, **cannot** use the EUREPGAP logo on non-accredited certificates they issue.*
- (iii) Any other organisation, based on individual agreements, such as EUREPGAP approved Trainers, publications, benchmarked schemes, etc.

9.3 EUREPGAP Client Number

- (i) The EUREPGAP Client Number (EGN) is a alpha-numerical number, not including the trade mark “EUREPGAP”, is issued by EUREPGAP and is unique to each and every producer and any other legal entity in the EUREPGAP system.

- (ii) On the product and/or final packaging at the point of sale, the EGN **can only** be used in connection with a EUREPGAP approved traceability system.
- (iii) EUREPGAP grants approval to a traceability system based on individual assessment and a signed agreement with the traceability system owner.

9.4 Registration Number

- (i) The registration number is a number that may be issued by the Certification Body to identify the producer. This number serves as alias identification to the EGN (see 9.3).
- (ii) The number is made up of the Certification Body name (in its short form as agreed between the CB and the EUREPGAP Secretariat: “CB Short name”) followed by a space, followed by the number of the producer or group, as issued by the Certification Body. The trade name “EUREPGAP” **shall not** appear in this number.
e.g. CBXYZ 12345

NOTE: The registration number can be used, on request of a customer, with prior permission of the issuing Certification Body on the product or final packaging at the point of sale. EUREPGAP does not claim any responsibility with respect to traceability and authenticity of products labeled with this registration number.

10 EDITION UPDATES REGISTER

General Regulation Version	Replaces	Replaced document obsolete	New document comes into force	Description of Modification
3.0-1_2July07	3.0-Mar07	2 July 2007	2 July 2007	Modification of references in 4.4.1(i), 4.4.1(x), 4.4.2(vi), 4.8.2(viii), 4.8.2.(x), 4.9.4.1, 4.10(ii) Clarification of wording in 3.2.3, 4.4.2(ii), 4.4.2(vi)a, 4.8.2(vii), 4.9.2.1(ii); 4.9.2.1(ii)a Note, 4.9.2.2.v Note, 4.9.3.2, 4.9.5.1, 4.9.6, 4.9.6.3(ii), 6.1.1.1, 6.2, 6.2.2(v), 6.3.1(ii)

1. For detailed information of the modifications please contact EUREPGAP Secretariat for the History document.
2. When the changes do not affect the accreditation of the standard, the version will remain “3.0” and edition update shall be indicated with “-x”.
3. When the changes do affect the accreditation of the standard, the version name will change to “3.x”.