

Additional technical T&C for FSSC 22000 Certification Services

1. GENERAL

1.1 BVC (here under referred as BVC) offers certification audits as described in the relevant FSSC 22000 Standards current version covering, respectively: Food Manufacturing, Food Packaging and Packaging Materials, Retail and wholesale, Catering, Transport and storage, Animal Feed Production, Production of Biochemicals.

1.2 To achieve their certificate of approval the client must demonstrate compliance to the standard and the relevant PRP. The client shall make available to FSSC 22000 all documents in relation to the audit upon request.

1.3 The certificate of approval awarded by BVC covers only the products and services supplied and manufactured under the control of the client. Other services and products marketed or distributed by the client under their name are considered to be Factored items, and should be certified under Transport and Storage Category.

2. SERVICES DELIVERY

2.1 THE CERTIFICATION PROCESS

(a) All activities covered by the scope shall be audited including seasonal activities.

(b) The client allows BVC to upload the audit report into FSSC 22000 database. The client also allows BVC to forward the audit report to the respective accreditation body.

(c) Surveillance audits shall be conducted once a calendar year and at least one of the two annual surveillance audits shall be unannounced. If not all audit objectives are fulfilled during an unannounced audit, an additional audit shall be performed of which the nature shall be determined by the BVC.

(d) For the planning of unannounced audit, the black-out days defined by the client will be respected.

2.2 CLOSING NON-CONFORMITY

The client shall provide to the Lead Auditor:

(a) Minor: the client must provide BVC with objective evidence of the correction, evidence of an investigation into causative factors, exposed risks and the proposed corrective action plan (CAP). The CB shall review the corrective action plan and the evidence of correction and approve it when acceptable. The CB approval shall be completed within 28 days after the last day of the audit. Exceeding this timeframe by the organization shall result in a suspension of the certificate. Corrective actions (CA) shall be implemented by the organization within the timeframe agreed with BVC. Effectiveness of implementation of the corrective action plan shall be reviewed at the latest, at the next scheduled audit. Failure to address a minor nonconformity from the previous audit could lead to a major nonconformity being raised at the next scheduled audit. The client shall submit objective evidence of implementation to BVC

(b) Major: the certified site shall provide the CB with objective evidence of an investigation into causative factors, exposed risks and evidence of effective implementation. The CB shall review the corrective action plan and conduct an on-site follow-up audit to verify the implementation of the CA to close the major nonconformity. In cases where documentary evidence is sufficient to close out the major nonconformity, the CB may decide to perform a desk review. This follow-up shall be done within 28 days from the last day of the audit. The major nonconformity shall be closed by the CB within 28 calendar days from the last day of the audit. When the major cannot be closed in this timeframe, the certificate shall be suspended. The client shall submit objective evidence of implementation to BVC

(c) Critical: When a critical nonconformity is issued at a certified site the certificate shall be immediately suspended within 3 working days of being issued for a maximum period of six (6) months. Furthermore, the client must provide BVC with objective evidence of an investigation into causative factors, exposed risks and the proposed CAP within 14 calendar days after the audit.

A follow-up audit shall be conducted by BVC within the six (6) month timeframe to verify the closure of the critical nonconformity. The certificate shall be withdrawn when the critical nonconformity is not effectively solved within the six (6) month timeframe. In case of a certification audit, the full certification audit shall be repeated.

2.3 AUDIT TEAM

2.3.1 The audit team shall be appointed and composed of auditors who between them have the totality of the competences identified for the certification of the client. BVC shall provide the name of and, when requested, make available background information on each member of the audit team, with sufficient time for the client to object to the appointment of any particular auditor or technical expert and to allow BVC time to reconstitute the team in response to any valid objection.

2.3.2 Witnessed audit : The client authorises BVC to bring in additional participants (at no extra cost for the client) to the audit as follow:

- i) A BVC auditor in progress of qualification
 - ii) A BVC personnel supervising the lead auditor as part of usual shadow audit programme
 - iii) An accreditation body auditor supervising the lead auditor as part of usual accreditation programme
 - iv) A FSSC 22000 representative supervising the lead auditor as part of FSSC's 22000 integrity programme.
- Refusing such arrangements may result in the certificate of Approval being withdrawn and/or legal action being taken.

2.4 CERTIFICATION CHANGES

The client shall report any significant changes that affect the fulfilment of the requirements for the certification to BVC within three working days, related to the following:

- i) any significant changes that affect the compliance with the Scheme requirements and obtain advice of the CB in cases where there is doubt over the significance of a change;
- ii) serious events that impact the FSMS or FSQMS, legality and/or the integrity of the certification which include legal proceedings, prosecutions, situations which pose major threats to food safety, quality or certification integrity as a result of natural or man-made disasters (e.g. war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
- iii) public food safety events (such as e.g. public recalls, calamities, food safety outbreaks, etc.);
- iv) changes to organization name, contact address & site details;
- v) changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff);
- vi) changes to management system, scope of operations, product categories covered by the certified management system;
- vii) any other change that renders the information on the certificate inaccurate.

The client shall seek the advice of BVC in cases where there is doubt over the significance of a change.

2.5 INCIDENT NOTIFICATION

The customer shall inform BVC about serious events that impact the integrity of the certification and the client's entry in the FSSC 22000 Register of Certified organizations. The client shall report immediately serious events to BVC

Serious events include

- Legal proceedings with respect to product safety or legality,
- Product withdrawal or recall related to food safety or legality,
- Major threats to business continuity such as an earthquake, fire, flood, tsunami, force majeure etc.

BV reserves the right to perform additional visits/ audits in case conditions to maintain certification are no longer met.

2.6 SUSPENSION OF THE CERTIFICATE OF APPROVAL

2.6.1 In case of suspension, withdrawal or reduction of scope, Bureau Veritas will instruct the client, within 3 working days to take appropriate steps in order to inform its clients through various forms of communication such as advertising and product labelling where applicable.

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- 2.6.2 The client could be suspended if the audit program is not respected (audit refused).
- 2.6.3 If the client refuses to participate in the unannounced audit, the Certificate will be suspended immediately, and BVC will withdraw the certificate, if the unannounced audit is not conducted within a six-month timeframe. Moreover, if access is denied to the auditor, the certified organization will be liable for all costs
- 3. CONFIDENTIALITY**
- 3.1 Client's information shall not be disclosed to a third party, unless the client gives prior consent and is notified in advance, in case of requirements from local law , FSSC 22000 or GFSI.
- 3.2 The client accepts that FSSC 22000 displays information about certification status on FSSC 22000 website to or reporting on such facts or circumstances.
- 4. DATA OWNERSHIP**
- 4.1 A certified organization is the owner of an audit report, whilst the CB is responsible for the report data.
- 4.2 A certified organization is the certificate holder not the owner. The CB is the data owner of the certificate data.