Section 1

QUALITY COUNCIL OF INDIA

India Good Agricultural Practices (IndG.A.P.) Certification Scheme

Introduction

Section 1
INTRODUCTION

1. Background

1.1. Agriculture continues to be the bed rock of South Asian rural economy, in respect of employment as also contribution to national GDP. In some countries though Agriculture's share in GDP may be diminishing in terms of its share in GDP, in terms of employment and centrality in rural economies, farm and non-farm sector, premised on basic farming as also engaging the large majority of small and marginal farming households, agriculture's role in the SAARC Member States is projected to remain the key to driving overall national economic growth and well- being of its people.

1.2. Agriculture is mainstay of many Asian economies including India and more so the bed rock of South Asian rural economy. While agriculture contributes to national GDP registering diminishing in terms of its share in GDP, it still engages a large majority of small and marginal farming households thereby retains its centrality in in terms of employment and centrality in rural economies.

1.3. This phenomenon acknowledges that agriculture remains the key to driving overall national economic growth and well-being of its people.

1.4. While agriculture is the basic strength of many of the countries its vast potential has not been fully exploited. This market potential of agriculture both in the region and globally can only be realized by reforming agriculture and making its produce internationally competitive in terms of quality and food safety.

1.5. The above premise is validated by various international agencies. World Bank reported that in SAARC countries agriculture employs about 60% of the labour force and contributes 22% of the regional GDP (World Bank, 2011). The Asian Development Bank (ADB) estimates that the largest concentration of the world's poor, around 40%, lives in South Asia (Srinivasan, 2012), while World Bank figures show that 76% of them live in the rural areas, contributing at least 65% of the agricultural labour force (World Bank, 2011).

1.6. The principal reason for high incidence of poverty in the region is the low per capita income and inequitable distribution of income. Among the contributing factors in these agrarian based economies is the lack of requisite know-how for institutionalizing hygiene and food safety mechanisms in agriculture (SAARC, 2004) which is a critical pre-requisite to link agriculture with enhancement of trade in the region.

1.7. It has been further observed that the solution needs to address the small holders who form the majority of farmers in the region. The objective of any quality intervention needs to include small groups and introduce food safety and hygiene in their farming systems.

1.8. Many retailers and food service buyers now are increasingly demanding GAP certified material as a prerequisite for procurement.

2. THE NEED

2.1. India's agriculture sector and other related stakeholders viz., the retailers and the buyers recognize that if farmers in the region opt for hygiene and food safety in their production system through Good Agricultural Practices (GAP), they will enjoy access to guaranteed new markets, have reliable quality inputs, will increase farm value and increase farmer's skill in farming operations in domestic as well as in the global markets.

2.2. With the opening up of the world market, there is a flow of trade in agricultural products in wide range of agriculture produce such as fruits and vegetables sector, livestock, dairy, tea and coffee etc. It is, therefore, necessary to define certain

minimum standards with a well-defined certification and accreditation mechanism for the ultimate implementation of GAP to facilitate national and international trade in farm produce.

2.3. Introducing Good Agricultural Practices (GAP) in India will ensure the following benefits:

2.3.1. Adoption of GAP helps promote sustainable agriculture and contributes to meeting national and international environment and social development objectives.

2.3.2. Appropriate adoption and monitoring of GAP help in improving the safety and quality of food and other agricultural products. It is expected to help in increased compliance to national and international regulations, standards and guidelines regarding use of permitted pesticides, maximum levels of contaminants (including pesticides, veterinary drugs and mycotoxins) as well as other chemical, microbiological and physical contamination hazards.

2.4. Additionally, from global experiences it is safely concluded, that apart from other benefits, one of the main benefits of adoption of GAP would be production of safe food. GAP is expected to help in production of safe food at primary production level by eliminating chances of entering of contaminants like pesticide residues, veterinary (antibiotic) drug residues, metallic residues, aflatoxin residues, microbiological contaminants from entering the food chain at primary production level.

2.5. The reduction of contaminants entering the food chain eliminates harmful processes in the food chain as bio-magnification and bio-concentration (accumulation of toxic chemicals in food chains) which is detriment to both human health and environment.

2.6. To enable farm produce to be internationally competitive, incorporating the concept of globally accepted Good Agricultural Practices (GAP) is imperative to innovative farming practices. Good Agricultural Practices (GAP), as defined by FAO, are a “Collection of principles to apply for on-farm production and post-production processes, resulting in safe and healthy food and non-food agricultural products, while taking into account economic, social and environmental sustainability.

2.7. In view of the above, there needs to be a Scheme that designs requirements of GAP addressing the entire production base including the small and marginal farms and the larger farms.

3. THE SOLUTION

3.1. Introduction of Good Agricultural Practices (GAP) in agrarian economies shall bring in culture of food safety, enhanced produce quality, optimization of human and natural resources in agriculture. This is turn will result in better price realization of their produce which in turn will secure and strengthen livelihoods of the small and marginal farmers.

3.2. The local retailers and global buyers recognize that if farmers in the region opt for hygiene and food safety in their production system through Good Agricultural Practices (GAP), they will enjoy access to guaranteed new markets, have reliable quality inputs, will increase farm value and increase farmer’s skill in farming operations.

3.3. Quality Council of India (QCI) felt now to be an opportune time to launch Good Agricultural Practices for India - IndG.A.P. as the Governments and the agro- processing industry now acknowledge agriculture to be a growth driver. It would also help in better implementation of the food regulations in India by making available appropriate quality raw material to the food processing industry.

3.4. The focus of IndG.A.P. is to address not only the quality and quantity of the produce obtained from a unit area but focuses on various aspects of food safety, pre-and post-harvest practices including workers health and safety to ensure sustained supply of produce of the desirable quality.

3.5. While the scope of IndG.A.P. covers all agriculture farm produce, it is structured in a manner to address the small and marginal farmers by developing certification criteria suiting their needs.

3.6. The IndG.A.P. Scheme comprises of various documents prescribing the Governing Structure for the scheme, certification criteria detailing the for on-farm production of all farm produce, certification process, requirements for certification bodies, and rules for use of certification mark to align the scheme as per ISO 17065, the international standard for product/process certification requirements complete with certification and accreditation framework.

4. SCHEME DOCUMENTS

4.1. QCI has designed the IndG.A.P. scheme comprising the following documents:

PADD: IndG.A.P.: Section I: ID: 01: Introduction
PADD: IndG.A.P.: Section II: PR: 01: Governing Structure
PADD: IndG.A.P.: Section III: SD: 01: Certification Criteria
PADD: IndG.A.P.: Section III: FR: 01: Annexure 3A - IndG.A.P. Control Points & Compliance Criteria (CPCC) Checklist
PADD: IndG.A.P.: Section III: GL: 01: Annexure 3B – Glossary
PADD: IndG.A.P.: Section III: SD: 02: Annexure 3C – S2S Rules
PADD: IndG.A.P.: Section III: PR: 02: Annexure 3D – Decision Tree for Irrigation Water Analysis
PADD: IndG.A.P.: Section IV: PR: 03: Certification Process
PADD: IndG.A.P.: Section IVA: PR: 04: Certification Process - Group Certification
PADD: IndG.A.P.: Section V: SD: 03: Requirements for Certification Bodies
PADD: IndG.A.P.: Section V: FR: 02: Annexure 5A – Agreement for approved CBs and SO
PADD: IndG.A.P.: Section VI: PR: 05: Rules for Use of Certification Mark
PADD: IndG.A.P.: Section VI: FR: 03: Annexure 6A - IndG.A.P. Sublicense and Certification Agreement
PADD: IndG.A.P.: Section VI: FR: 04: Annexure 6B – Certificate Template Option 1
PADD: IndG.A.P.: Section VI: FR: 05: Annexure 6B – Certificate Template Option 2
PADD: IndG.A.P.: Section VII: PR: 06: Provisional Approval System for Certification Bodies
PADD: IndG.A.P.: Section VIII: FR: 06: QMS Checklist
PADD: IndG.A.P.: Section IX: FR: 07: Application Form for Certification Bodies (CBs)
PADD: IndG.A.P.: Section X: FR: 08: CRM-cum-Assessment Report for Provisional Approval of CBs
PADD: IndG.A.P.: Section XI: PR: 07: IndG.A.P. Certification Scheme - Procedure for Document and Record Control

4.2. In order to align the Scheme to other national and international requirements, various national and international standards such as GLOBALG.A.P., best practices, prevalent industry standards and related ISO standards and guides have been referred to.

5. ACRONYMS

AB: Accreditation body
BMCL: Benchmarking checklist
CB: Certification body/Crops Base in IFA
CBC: Certification Body Committee
CRN: Client Registration Number
CC: Compliance Criterion
CFM: Compound Feed Manufacturing
CIPRO: Certification Integrity Program
CL: Checklist
CoC: Chain of Custody
CP: Control point
CPCC: Control Points and Compliance Criteria
EA: European co-operation for Accreditation
FSS: Food Safety Standard
GAP: Good Agricultural Practices
GFSI: Global Food Safety Initiative
HACCP: Hazard Analysis Critical Control Points
IAF: International Accreditation Forum
IFA: Integrated Farm Assurance
IndG.A.P. – India Good Agricultural Practices
IPRO: Integrity Program
MLA: Multilateral Agreement
NIG: National Interpretation Guideline
NTWG: National Technical Working Group
QMS: Quality management system
PHU: Product handling unit
PPM: Plant Propagation Material
PSS: Produce Safety Standard
UIN: Unique Identification Number
TC: Technical Committee

*****

Section 3

Annexure 3C

QUALITY COUNCIL OF INDIA

India Good Agricultural Practices (IndG.A.P.) Certification Scheme

Certification Criteria – Seed to Sale (S2S) Rules

Section 3 Annexure 3C
SEED TO SALE (S2S) RULES

1. Introduction

1.1. This document describes additional certification rules, guidance for implementation for any party seeking certification for any crop listed in accordance with the IndG.A.P. Standard, applicable to any module w.r.t Indian acts, regulations, code of practices, best industry practices, this mainly follows the values chain approach means getting seed till making produce ready for sale to customer.

1.2. These Crop Rules – Seed to Sale (S2S) shall be used in combination with the IndG.A.P. General Regulation sections 2 to 6 that define the certification rules that apply for IndG.A.P. Standard.

1.3. The term “shall” be used throughout this document to indicate those provisions which, reflecting the requirements of IndG.A.P., are mandatory.

1.4. S2S Rules are placed in this document as per follows:

1.4.1. Seed and Planting material Procurement related rules

1.4.2. Cultivation aspect, PNP & PPP Application till PHI related rules

1.4.3. Harvest related rules

1.4.4. Produce Handling including on farm processing related rules

1.4.5. Sales & Trading including Traceability related rules

2. Seed and Planting material Procurement related rules

2.1. Certification Scope

2.1.1. Crop Rules

2.1.1.1. Crop Sub Scopes: Crops Rules apply for all sub-scopes under the Crops scope, Spices, Combinable crops, plantation crops like Coffee, Tea, Flowers, and Ornamentals (not for human consumption), if the farmer have some crops of medicinal usage as per VCS MPP or used for formulations for the AYUSH sector, they also can be cultivated under IndG.A.P. systems. The inspection can be planned at same time (integrated audit) if CB and Inspector are competent.

a. Fruit and Vegetables: IndG.A.P. certification covers fruit and vegetables used for fresh, cooked, or processed consumption by humans. Crops (vegetables or herbs) grown solely for medicinal or aromatic purposes cannot be certified as of now.

b. Plant Propagation Material: Products certified under PPM sub-scope are not intended for human consumption or for feed but used as planting materials for other modules of IndG.A.P. systems and are at different location other than site, not in control of producer.

c. Combinable Crops: covers extensive crops for cooked or processed consumption by humans or animals or for use in the industry e.g. cereals, pulses.

d. Herbs: Products classified as herbs in general are listed in the 'IndG.A.P. Product List' as individual products with separate identification numbers.

i. However, where more than one herb product is grown, residue testing does not have to be performed on each individual product (herb), but according to the risk of the group of herbs.
ii. Also, the use of plant protection products on herbs is applicable to herbs as a group and not for each individual product (herb).

e. Crop List: Crops that can be certified as per IndG.A.P. System.
i. SCOPE:
- Criteria for inclusion into this list of a product are by necessity arbitrary, based on IndG.A.P. Secretariat decision.
- IndG.A.P. certification cannot be achieved for “wild crops” such as mushroom, walnut, litchi, etc. that are not cultivated.
- Crops certified as IndG.A.P. cover the entire crop grown by the producer / producer group. This crop can be cultivated in open fields & or under cover / protected cultivations like poly tunnels, shade nets, green houses, with or without soil, hydroponic or aquaponics (Additional risk assessment necessary for food safety issues)

ii. Sub-scope: Fruits and Vegetables
- Fruit and Vegetables for the purpose of IndG.A.P. certification is defined in the list below. The range of products can be defined as: products originating from plants which are commonly designated as producing either “fruit”, “vegetables”, “edible roots”, “bulbs”, “tubers”, “nuts”, “spices” or “herbs” (1), for fresh, cooked or processed consumption by humans.
- Herbs includes Aniseed, Balm, Basil, Borage, Caraway, Catnip, Chamomile, Chervil, Chicory, Chives, Coriander, Dill, Fennel, Laurel, Lavender, Lemon grass, Lovage, Marjoram, Mizuna, Nettle, Oregano, Parsley, Peppermint, Rocket, Rosemary, Sage, Savory, Sorrel, Spearmint, Tarragon, Thyme
- It does not include medicinal herbs or herbs used solely for their aromatic purposes.

iii. Sub-scope: Combinable Crops
- Combinable Crops for the purpose of IndG.A.P. certification are defined in the list below.
- The range of products can be defined as: products originating from extensive production systems, whose are commonly designated as producing either “grain”, “pulses”, “fodder” or “extracts” (oil, sugar, starch, etc.), for cooked or processed consumption by humans or animals, or for use in industry. Other descriptions for this type of product are “Broad-acre Crops”, “Bulk Crops” or “Arable Crops”.

iv. Sub-scope: Coffee (green) - Green Coffee Beans
v. Sub-scope: Tea - Tea (Camellia sinensis)
vi. Sub-scope: Spices - The crops which are listed by Spice Board and traded as spices are included as spices, however for easy understanding if the product is used in fresh form after harvest for immediate consumption by end consumer, then MRL of that form and F&V Module will be applicable
vii. Regarding addition of new products: This list is not exhaustive and new products can be added on request to and after approval by IndG.A.P. with the following information: Product name, Scientific name and any

additional information that can assist to make the decision whether or not to accept the product eg: as presented in below table:

Product Name	Scientific Name	Parts of the plant use in Trade		
		F & V	Combinable Crop	Spices
Banana	Musa Acuminata	Fruit		
Grapes Table	Vitis Vinifera	Fruit		
Potato	Solanum Tuberosum	Tuber		
Onion	Allium Spp.	Tuber		
Orange	Citrus Sinensis	Fruit		
Turmeric	Curcuma Longa	Tuber		Dried Tuber
Capsicum/Peppers/ Chillies	Genus Capsicum	Fruit		
Black Pepper	Piper Nigrum	Fruit		Dried Fruit
Cumin	Cuminum cymium		Fresh Fruit	Dried Fruit
Pomegranate	Punica Granatum	Fruit		

viii. Legal requirements: Rules related to compliance of seed act / Protection of Plant Variety and Farmers Rights Act (PPVFRA) / UPOV convention requirements shall be mandated as applicable.

ix. If the seeds / planting material intended is registered under any of the requirements that shall comply with relevant requirements from supplier to producer with applicable records.

f. Modular structure of Crops standards

i. The Crops Standards are composed of scope and sub-scope modules. The evaluation of compliance with the Standard implies the verification of applicable modules. It is not possible to certify the respective sub-scope without also verifying compliance with the applicable scope. The compliance criteria of the scope shall be interpreted according to the inspected sub-scope.

ii. For instance, Apples shall be certified under the Fruit and Vegetables module, which automatically requires compliance with the All-Farm Base and Crops Base modules.
iii. The certification of Plant Propagation Material requires compliance with the All-Farm Base, Crops Base, and Plant Propagation Material modules.
iv. Further information on the structure and modular approach is mentioned in the 'IndG.A.P. Section 2 – General Requirements'.

2.1.2. Only products that are produced by producers themselves. Producers cannot receive certification for the production of products that are not produced by themselves.

3. Cultivation aspect, PNP & PPP Application till PHI related rules

3.1.1. Conditions of Registration of Agrochemicals

3.1.1.1. FSSAI is responsible for issues relating to food safety and trade. CIBRC regulates the use of agrochemicals under the insecticides act, 1968 executed by CIB&RC whereas FSSAI sets maximum residue limits (MRLs) under the food safety & standards act, 2006. CIB&RC place conditions on agrochemicals when they are first registered.

3.1.1.2. There are specific conditions for use of agrochemicals:

a. This condition means the product must only be used according to the label directions (i.e., no off-label use is allowed). In this case all label directions (including pests targeted) are mandatory
b. This condition places the obligation on the user to ensure that residues in the crop do not exceed the set or default MRL.
c. The product must only be used according to the label directions (i.e. off label use is not allowed) and all label directions (including pests targeted) are mandatory. Where permission has been granted, use of the product must comply with any additional controls stated in the documentation confirming permission. Section 3 outlines how to determine what conditions are in place for each agrichemical.
d. It is important to note that in general, the use of agricultural compounds on animals is prohibited. This is ensured by making registration mandatory for any alternate use.

3.1.2. Maximum Residue Limit (MRL)

3.1.2.1. In India, the main purpose of setting a MRL is to ensure that the best methods of crop production – known as Good Agricultural Practice (GAP) – are being used to keep residues in food as low as possible. When registering a compound, registrants must provide information on the least amount of that compound required to control the pest / disease and measure the residue that results from that use (if any). The MRL is then set at that level so that if residues exceed this level, it indicates GAP and label directions have not been followed.

3.1.2.2. The Food Act requires that all crops produced in India comply with the MRL Food Notice and it is illegal to sell food with residues above the India MRL (or

default MRL if none is set). MRLs are one tool used to monitor if GAP is being followed during food production.

3.1.2.3. MRLs are outlined in the regulation Food Safety and Standards (Contaminants, Toxins and Residues) Regulations, 2011 and amendments thereunder. 5% of the MRL Value is applicable for organic food under Food Safety and Standards (Organic Foods) Regulations, 2017 for specific crops or crop groups and compounds. The India MRL regulation is regularly updated and can be accessed on the FSSAI website: https://www.fssai.gov.in/cms/product-standards.php

3.1.2.4. Where a specific MRL is not set, the default MRL, as prescribed by FSSAI applies. The Government of India's Food Safety and Standards Authority published a clarification to the Food Safety and Standards (Contaminants, Toxins and Residues) Regulations, 2011, that all agricultural food products and associated processed food categories that do not have fixed insecticide maximum residue levels will have a default limit of 0.01 mg/kg. The clarification notes that the default limit does not apply to thermally and chemically processed foods (https://www.fas.usda.gov/data/india-fssai-clarifies-food-product-categories-qualify-default-insecticide-tolerance-limits#:~:text=The%20Government%20of%20India%27s%20Food,maximum%20residue%20levels%20will%20have).

3.1.2.5. Growers must undertake a risk assessment, before the agrichemical is applied, to determine the time between the application and harvest to be sure they will not exceed the MRL at harvest (either set or default). Section 6 outlines how to determine this.

3.1.2.6. Compliance with the MRL regulation is important for a range of reasons, not only to comply with India law, but also to ensure access to certain markets. Overseas MRLs for exported produce may be different (i.e., higher, or lower or no MRL at all) to those set in India. However, in all cases produce grown for export markets must first meet India requirements, even where the India MRL is lower than what may be set overseas.

3.1.2.7. Unless exporter have Exporter manufacturing category specifically mentioned in his License issued by FSSAI under FSSA 2006, in such cases non-confirming products cannot be sold in India, in such cases, it is necessary for producer to declare on record that the crop Is cultivated only for export market and not for India market.

3.1.3. Controls on PPP substances

3.1.3.1. Central Insecticides Board, under the Insecticide Rules of 1971

a. advises the Central Government on the manufacture of insecticides under the Industries (Development and Regulation) Act, 1951 (65 of 1951);
b. specify the uses of the classification of insecticides on the basis of their toxicity as well as their being suitable for aerial application;
c. advise tolerance limits for insecticides, residues and an establishment of minimum intervals between the application of insecticides and harvest in respect of various commodities;
d. specify the shelf-life of insecticides;

e. suggest colourisation, including colouring matter which may be mixed with concentrates of insecticides, particularly those of highly toxic nature;
f. carry out such other functions as are supplemental, incidental or consequential to any of the functions conferred by the Act or these rules.

3.1.3.2. The Insecticide Act, 1968 places controls on agrochemicals to manage risks to people and the environment. This act places both generic and specific controls on some agrichemicals that can mean off label use is not allowed. These controls are often unique to the trade name/ active ingredient of the product and should be checked before the use of any agrochemicals, to ensure all controls are complied with.

3.1.3.3. CIBRC controls can restrict how a product can be applied by placing limits on the use pattern. CIBRC may specify controls such as:
a. maximum rates, intervals and number of applications
b. the type of application equipment that can be used
c. buffer zone distances
d. For some newer and recently reassessed products, controls that impose a minimum re-entry interval are set by CIBRC. These and additional information can be accessed here: http://ppqs.gov.in/divisions/integrated-pest-management/instruction-safe-use-pesticide.

3.1.4. **Other requirements**

3.1.4.1. The label should be read fully even when using agrochemicals to ensure compliance with other directions such as transport, PPE, handling, storage, spray drift, buffer zones, bee safety, tracking and record keeping instructions. This guideline does not detail these other requirements. For further details on these requirements please visit http://ppqs.gov.in/divisions/integrated-pest-management/instruction-safe-use-pesticide (Instruction for Safe Use of Pesticide).

3.2. **Residue Management System (RMS) / Residue Management Plan (RMP)**

3.2.1. **Residue Management System (RMS)**

In the IndG.A.P. scheme, the scheme requires the producers to be a part of RMS or as RMP mandatorily. The said document details the requirements of RMP is being mandated by APEDA, the apex agro export promotion body of the Government of India. The details of the same are available in the APEDA website (https://apeda.gov.in/apedawebsite/Grapenet/Hortinet.htm).

Mandatory minimum criteria of a Residue Monitoring System (RMS) is as under.

3.2.1.1. Background
a. In the framework of IndG.A.P. control point and compliance criterion and based on the outcome of the risk assessment, residue analysis or participation in a second- or third-party plant protection product residue monitoring system is required.
b. In order to ensure a harmonized interpretation and level of consistency across the residue monitoring systems used by producers, the following have

been established as the minimum requirements that all residue monitoring systems shall comply with in order to be considered compliant with the IndG.A.P. requirements.

c. Having these criteria defined also makes it possible to reduce the need for multiple assessments of one and the same residue monitoring system, which may be servicing several IndG.A.P. producers

3.2.1.2. Definition of first-, second- and third-party sampling:

a. First-party sampling: When the producer (Option 1) or a producer group member (Option 2 member) takes the product sample from its own production. For certification, the first-party sampling (self-sampling) is acceptable, but an RMS cannot be based on first-party sampling.
b. Second-party sampling body: The sampling organization is a 2nd party sampling body when it is a separate, but identifiable part of an organization that is involved in production, supply, purchase and/or or ownership of the products sampled by the RMS (e.g., the option 2 QMS runs an RMS for the program on their supplier, an independent laboratory runs an RMS). Second-party sampling bodies supply sampling services only to their related organization. A second-party sampling body may form a part of a user or supplier organization, or an intermediate or end customer of the products sampled.
c. Third-party sampling body: The sampling organization is a 3rd party sampling body when it is a separate organization that is not involved in production, supply, purchase or ownership of the products sampled (e.g., an independent company, an inspection body or a CB runs an RMS). It shall demonstrate that it does not have common ownership with the sampled producer, nor have common ownership appointees on the boards (or equivalent) of the organizations, is not directly reporting to the same higher level of management, does not have contractual arrangements, informal understandings or other means that may have an ability to influence the outcome of the sampling.

3.2.1.3. When an RMS uses different combinations of the above; it shall be classified according to the lower level (e.g., an RMS is using partly 2nd and partly 3rd party sampling, it shall be classified as a 2nd party sampling RMS).
When the CB publishes their evaluated RMS, the following needs to be included as the minimum:

a. Residue monitoring system name
b. Certification body performing the evaluation
c. Sampling type (second party sampling/third party sampling)
d. Link or contact details where to get information of producers/ UINs under the scope of the RMS
e. Territorial scope of activity (i.e.: country)
f. Date of evaluation and validity (valid from and valid to date)
g. Multiple CBs in a country or in a region may agree to publish the evaluated RMS with the help of the local National Technical Working Group (NTWG).

3.2.1.4. Basic Requirements

a. The objective of the residue monitoring system is to provide evidence that the use of plant protection products by producers complies with the MRLs in the country of destination of the produce.
b. The system shall be independent from the participating producer(s). A producer group as defined by IndG.A.P. is allowed to operate its own monitoring system.
c. The operator of the monitoring system shall keep current data of the participating producers. This data shall at a minimum include producer name, identification code or UIN where available, address and crop specifications (i.e. product and area).
d. The RMS operator and the participating producer shall have a mutual agreement on service conditions (e.g. a signed application form). These conditions shall specify rights and duties regarding the usage of the monitoring system.
e. Registration is producer and crop specific. The producer needs to arrange other sampling means for those products not included in the RMS and the CB needs to evaluate that during the inspection accordingly.

3.2.1.5. Risk Assessment

a. A risk assessment shall be carried out by the operator of the RMS, not by each producer participating in it.
b. The risk assessment shall take all relevant factors into consideration (e.g., crop/product, climatic conditions, history, active ingredients (AI), size of company and number of Production sites, continuous harvest, country of production PPP registration restrictions, country of destination MRLs, etc.). Reference to sources (data) as evidence for an adequate risk analysis is required. The most critical period and locations should be determined for each crop.
c. The sampling frequency (number of samples to be taken per crop per season) shall be based on this risk analysis and clearly described. (CB 7.6.4. and this same Annex CB 5 above)
d. The analysis method to be used by the laboratories shall be determined. The range of AI to be analyzed by the laboratory shall be defined based on a crop specific risk assessment. The risk assessment shall take into consideration:
   - PPPs that could have been applied on the crop
   - PPPs actually applied
   - Any other contaminants (e.g., persistent environmental residues)
e. The risk assessment shall be carried out annually and result in an annual monitoring plan that includes the products, number of participants, number of samples, period of sampling, and type of analysis.

3.2.1.6. Sample Taking: Sampling shall take place according to the Food Safety and Standards (Laboratory and Sampling Analysis) Regulation, 2011.

a. EU Directive 2002/63/EC or other applicable local regulations. Where these do not exist, ISO 7002 (Agricultural Products), ISO 874 (Fresh Fruit and Vegetables), or Codex Alimentarius CAC /GL 33-1999 shall be followed in case of exports to the EU.
b. Inert bags shall be used which shall be identified correctly (CB 7.6.5. and Annex CB 5). Samples shall be traceable to individual producers. Preferably, the sampling location shall also be recorded (e.g. lot number, field number, greenhouse number, etc.)
c. Sampling shall take place from harvestable or harvested produce.
d. Mixed or pool of samples that contains sampled materials from more producers in sample is not allowed. Composite samples are only allowed on a risk assessment basis and only a lot is made by mixing the produce and sold as such to customers for further processing. Additional reference can be sought from grouping of crops as mentioned by CIBRC.

3.2.1.7. Testing Results

a. The laboratory that carries out the produce analysis shall be ISO 17025 accredited for the relevant testing methods (e.g. GCMS, LCMS).
b. The test results shall be compared with the applicable legislation (country of production and/or country of destination).
c. The test results shall always be reported in writing to the producer concerned.
d. The test results shall be traceable to the farm concerned. Test carried by producer's clients are only valid if they are traceable to producers.

3.2.1.8. Plan of Action

a. Producers shall have a procedure (action plan) for situations when MRLs are exceeded or use of illegal/not approved plant protection products is detected. This procedure can be part of AF 9.1. Recall/Withdrawal Procedure.
b. Producers shall keep records of all actions carried out in connection with incidences related to plant protection product residues.
c. The RMS shall inform the producer and the CB in case of an exceedance of the legal limit. This shall not lead to an automatic sanctioning of the producer; however, the CB shall investigate each case.

3.2.1.9. Records

a. Records (e.g., test results, correspondence with producer and, if applicable, actions taken because of non-compliances) shall be kept for a minimum of 2 years.
b. Records shall include:
    i. System documentation including the risk assessments
    ii. Annual update of the risk assessments including the determination analysis method, the list of active ingredients to be analyzed
    iii. The annual monitoring plan
    iv. Analysis reports
    v. Records of follow up actions
    vi. Communication with producers

vii. Annual summary of the result

c. Producers do not need to keep the records on the farm, but they shall be available during the audit (e.g., made available by the RMS operator on request).

3.2.2. **Residue Management Plan (RMP) as per APEDA**

3.2.2.1. Introduction: APEDA had introduced the residue monitoring plans & Hortinet system for traceability on its website, if producer is intending to export the products under IndGAP, then he shall register farm on hortinet.

3.2.2.2. The farm registration documents shall be verified by inspector, on subsequent steps residue test report in compliance to destination markets mentioned in application form and test reports shall be checked before certification is granted.

4. Harvest related rules

4.1. Harvest Exclusion

4.1.1. If produce is sold in the field before harvest and the buyer is responsible for harvesting, the control point related to harvesting in control points and compliance criteria can be excluded from the producer's certificate. (All the produce from farm is sold and remaining should be treated as waste, if the produce is sold to more than one customer from same plot on grades or market requirements e.g., one grade for export market and remaining grade for domestic market cannot be excluded from harvesting clause). Refer definition Food, Primary Food, Food Business Operator as per Food Safety and Standards Act 2006.

4.1.2. As long as the harvesting process (whether carried out by the producer or subcontracted takes place while the produce belongs to the producer, all points relating to harvest shall be included in the inspection and the certificate.

4.1.3. "Harvest exclusion" applies where the all (100% quantity of all grades excluding wastage quantity) produce does not belong to the producer anymore at some point in time prior to harvest commencing and the producer has no control over the harvesting process. It is also not an activity that is subcontracted by the producer.

4.1.4. The producer shall apply for exclusion per product during registration with detailed justification.

4.1.5. The certification body (CB) will make the decision as to whether harvesting may be excluded or not based on the following requirements. The producer shall have a contract with the buyer that states that the harvester / buyer will do all of the following:

4.1.5.1. Take ownership of the produce before harvesting

4.1.5.2. Take responsibility for ensuring that harvest takes place only after the Pre-Harvest Interval (PHI) has been observed

4.1.5.3. Handle the produce after harvest (not just during harvest)

4.1.5.4. Buy all the produce (harvest exclusion is not possible if the producer harvests some part of the crop and sells another part before harvest)

4.1.6. If the producer does not know the buyer at the time of registration with IndG.A.P., the following shall be provided:

4.1.6.1. A declaration from the producer to inform the buyer (new owner who is harvester AND post-harvest handler) about the pre-harvest interval (PHI)

4.1.6.2. A contract with the buyer as soon as the buyer has been identified that includes all issues under point (v). If harvesting is excluded for the producer or producer group, produce handling shall also be excluded for that producer or producer group.

5. Produce Handling including on farm processing related rules

5.1. Post-Harvest Produce Handling Exclusion

5.1.1. Produce handling includes any type of post-harvest handling of products such as storage, chemical treatment, trimming, washing or any other handling where the product may have physical contact with other materials or substances. On Farm Drying of Spices after harvest by open yard or close cabinet dryer method is included in this clause, whereas mass balance, PP & PO need to be inspected. Details of the specific process (per product) applicable to the producer have to be included in the checklist notes.

5.1.2. If produce handling does not take place under the ownership of the applicant, it shall be declared during registration and indicated on the certificate.

5.1.3. Produce handling shall not be included when harvesting is excluded (see 4.1 'Harvest Exclusion' above).

5.1.4. Produce handling shall always be included as long as the product belongs to the producer during handling (by the producer or subcontractor), unless there is written evidence (contract, agreement, etc.) that the producer has no control over the packing/handling/storage, the product is not returned to the producer and the producer is not responsible for the product anymore.

5.1.5. If a producer does not perform product handling on farm, but at the facility of another producer who does have IndG.A.P. certification (including product handling), the CB may accept another CB's certificate, or the CB may decide to perform its own inspection of the PHU.

5.2. PARALLEL PRODUCTION / OWNERSHIP

5.2.1. In crop certification, parallel production in one production site is not allowed unless there are distinctive visible differences detectable by the average consumer between the certified and non-certified product (e.g., cherry tomatoes and roma tomatoes, red grapes and White skin grapes, Kesar Mango and Alphonso Mango (Geographical Indication Act 1999 & rules Applied for products having certificate from Geographical Indication Registry, Chennai).

5.3. ASSESSMENT PROCESS

5.3.1. **Inspection Timing**

The following rules apply together with the inspection timing rules described in the IndG.A.P. Regulations.

5.3.1.1. Initial (First) Inspections

a. The initial inspection shall cover harvesting activities of each product to be included for certification, as well as produce handling if it is included. Other field work can be checked at a different time where feasible, but this is not obligatory.
b. The inspection shall take place as close to harvest as possible for the inspector to verify as many control points as possible.
c. If the inspection is made before harvest, it will not be possible to inspect certain control points. As a result, either a follow-up visit will be required, or proof of compliance shall be sent by email, photos or other acceptable means. No certificate will be issued until all control points have been verified and all non-conformances have been closed.
d. If harvest takes place before the inspection, the producer shall retain evidence (Video Clips, Photos, Record of transactions) for compliance of control points related to that harvest, otherwise some control points may not be able to be checked and certification will not be possible until the following harvest.
e. The CB shall make sure that in the sampling for unannounced visits, those producers that did not receive a first inspection or the subsequent inspection during harvest have a greater chance of getting an unannounced inspection during the next harvest (this needs to be conveyed to the producer when discussing inspection timing). Additionally, the CB shall make every effort to carry out the subsequent inspection during harvest.
f. Multiple crops: The producer 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. The requirements above are applicable to crop groupings based on similarities in production and harvest processes and their risks. The CB shall verify all control points of these groupings before the product(s) can be added to the certificate. Example: A visit during apple harvesting is not required when apples are being added to a certification scope that already includes pears. However, the apples can only be added to the certificate once all control points applicable to them have been verified. However, adding spinach to the certification scope would require an assessment during the spinach harvesting period.

5.3.1.2. Subsequent Inspections

a. The inspection shall be carried out at a time when relevant agronomic activities and/or handling (but not only storage) are being carried out. Inspection timing shall allow the CB to gain assurance that all registered crops, even if not present at the time of inspection, are handled in compliance with the certification requirements. Inspections off-season or when the farming activities are minimal shall be avoided.
b. If produce handling is included in the certification scope, the produce handling facility(ies) shall be inspected annually. This inspection shall be carried out while in operation. Only when the CB has carried out a risk assessment that

clearly shows that the risk is low, can produce handling be inspected during operation once every 2 years. The risk assessment should take into account the product(s) being packed as well as known food safety incidences related to the respective product(s) and any directives from IndG.A.P. to look at specific points. The CB shall keep justification of the reason for the chosen inspection timing on record. This exception is only applicable for Option 1 producers without QMS.

c. If produce handling is excluded from the certification scope, inspection has to be scheduled during harvest season at least every 2 years. In the respective year, the harvest season of at least one registered product per product grouping has to be inspected. Crop groupings are based on similarities in production and harvest processes and their risks. The CB shall keep justification of the reason for the chosen inspection timing and the crop groupings used on record.

   Crops may be grouped according to the following:

   i. Mechanical harvest: The only method of harvesting. In this case there is no need to observe the harvest while in operation. It is sufficient to check only the machine and harvesting machine operation related records after or before the harvest.
   ii. Manual harvest of low-risk products. The product is low risk when:
      - Always cooked before eating, or
      - Always cleaned before eating i.e., cannot be eaten without cleaning, or
      - Dry nuts, Dried Spices on Farm or
      - Products with inedible skin or shell, or
      - Product with pathogen reduction step after harvest (still unprocessed) and/or,
      - No known food safety incidences related to the respective product
   iii. Manual harvest of high-risk products. All other products that are not under ii.) are considered as high risk.
   iv. Harvest that involves water or ice
   v. Packing in field

d. If the producer does not commit to continue with the certification for the next cycle, the CB shall make sufficient provisions to avoid situations where one certificate could be used to cover more than one harvest and growing cycle of the same annually harvested crop, e.g., by shortening the certificate validity. The CB can set the deadline for reconfirmation according to the harvest period of the crop.

e. Example: Harvest season for blueberries is the entire month of October. The first inspection takes place during October 2015 and the certificate is issued from the end of November 2015 to the end of November 2016. This certificate may cover the harvest and sales of the 2015 and 2016 harvests. Therefore, the CB shall set the deadline for reconfirmation (re-acceptance of the product), e.g. for October 1st, 2016 and if the producer does not reconfirm by that date, the CB shall shorten the validity of the certificate.

f. Multiple consecutive crops: During the inspection, the production process of all crops included in the certification scope shall be assessed on farm via site visits, interviews with the producer and workers, review of documents, records, etc. The producer shall keep evidence of compliance with the applicable control points for all registered crops.
g. In the years during which there is no requirement to carry out the inspection during harvest season and where crops do not have the same seasonal timing, the CB shall select a date where relevant agronomic activities can be seen on farm for at least one of the products.

5.3.1.3. Unannounced Inspections (Option 1 only)

a. If during a producer transfer the incoming CB has not seen the harvest season of all products included in the certification scope, an unannounced inspection (within the 10 % rule) shall be scheduled during the following 12 months, in order to inspect the harvest process of products not seen.

5.3.2. **Inspection of Product Handling Units (Option 2 and Option 1 Multisites with QMS)**

5.3.2.1. In fruit and vegetables, for the annual CB audit the square root of the total number of central product handling sites registered (those where the products of more than one grower is handled) shall be inspected while in operation. If there is only one central product handling facility, it shall be inspected every year.

5.3.3. **Inspection Duration**

5.3.3.1. The inspection duration shall allow for an opening meeting with the farm management, a complete evaluation of all standard requirements, completion of the applicable checklist and the presentation of the results to the producer.

5.3.3.2. The usual IndG.A.P. production site inspection duration for IndG.A.P. Crops are between 3 and 8 hours (Option 1 producer).

5.3.3.3. The minimum of 3 hours duration shall apply to the simplest circumstances (one location, one or few crops, simple machinery, few workers, no produce handling, subsequent inspection, documentation is well organized, etc.).

5.3.3.4. Option 2 producer group members might have inspections of shorter time duration depending on the complexity of the farming situation.

5.3.3.5. Factors that will increase the minimum of 3 hours (the list is not exhaustive and is applicable for Option 1 and for Option 2 members) are as follows:

a. Initial inspection
b. Addition of new crops during subsequent inspections
c. Addition of new locations during subsequent inspections
d. Storage included
e. Produce handling included
f. Different types of products (product groups)
g. Multiple sites and locations
h. More sub-scopes
i. Subcontractors used (not checked by third party)

5.3.3.6. The internal inspection of producer group can be based as per crop stages and risk factors involved in that stage, the time duration of minimum three hours can be divided appropriately and mentioned in checklist, some clauses of infrastructure can be audited once in year whereas PHI, MRL May Need to audit more frequently, refer RMS & crop List.

6. Sales & Trading including Traceability related rules

6.1. SOP for issuing Unique Identification Number (UIN)

6.1.1. Unique Identification Number (UIN): UIN is issued by CBs, which is mentioned in Producer register along with GGN for same producer.

6.1.2. The UIN is a 10-digit producer or producer group identification number given to every producer registered for certification. Once the production process on the farm is successfully certified, the producer can print this number on their product packaging. The number identifies where the product was produced, and retailers can use it to verify their suppliers.

6.1.3. In combination with the UIN label and IndG.A.P. logo, the UIN enables us to give you the transparency you need and allows one to track your product back to its roots.

6.1.4. The UIN will be issued in following manner in UIN register by a CB:

CB code	Year Code	Option Code	Producer Code
01	22	01	0001

6.1.5. As UIN is a number associated with the person who is responsible for the site for which IndG.A.P. certification is applied.

6.1.6. A separate UIN register to be maintained by the CB and need to be available to QCI on weekly basis once the certificate is issued

6.1.7. To issue the UIN, the CB has to check that person is valid legal person by checking Aadhar UID card or appropriate photo id issued by government (to avoid duplication of persons and ghost farmers) in case of producer group or firms, legal entity, the appropriate business document issued by state or central government of India shall be checked.

6.1.8. After step 2, the person can attach as many sites as possible to managed by him. To register the farms / sites he had to provide GPS location of each site should be given in application form to CB (the google map link of said site can be shared, where farms can be flagged, once in a year or there is major change) or need to be verified in inspections of sites/PHUs. Along with GPS location, the producer can provide other documents provided by government organisations and or valid lease / farm management agreement not less than certificate validity period. This will help to avoid duplication of sites and ghost farms,

6.1.9. After verification of both identities of producer and site the CB will issue the UIN as following method:

CB code	01	To be issued by QCI	This can be suspended or cancelled in case of sanctions by AB / QCI
Year Code	22	YY	From 1 Jan 22 to 31 Dec 22
Option Code	01	Certification option	01: option 1 a CB can issue 9999 individual UIN in a year

			02: option 2 producer group certificates only, a CB can issue 9999 individual UIN in a year 03 to 09: members of producer group a CB can issue 7 X 9999= 69,993 individual UIN for producer members who are registered option 2 in a year This can be suspended or cancelled in case of sanctions by CB
Producer Code	0001		This will be issued by CB as per serial number of the UIN register maintained by CB for that period

6.1.10. Suspended or cancelled or transferred UIN are termed as **frozen UINs** which cannot be used for minimum three years or until sanction is revoked. There are two statuses of UIN, which will always be part of UIN register

6.1.10.1. Certificated Active

6.1.10.2. Frozen

6.1.11. There is no need for the CB to modify or update anything in the IndG.A.P. Database. If the products are not re-accepted for the next cycle, once the current certificate expires, the new CB will be able to accept the UIN of the producers and re-certify.

6.1.12. The paper certificate shall match the information available in the IndG.A.P. registry for that UIN at the time of issuing.

6.1.13. In case client moves from one CB to another, the UIN no. will be continued for the purpose of continuity and traceability.

6.1.14. In case client moves from one CB to another, the CB transferring the client shall close the registration process before handing overall details including the UIN no. will be continued for the purpose of continuity and traceability.

6.1.15. For the registration to be completed, the applicant shall be assigned a UIN after completion of first certification process, if they don't already have a UIN.

6.1.16. If a producer who has already been registered changes CB or applies to a new CB for certification of a different product, the producer shall communicate the UIN to the new CB. Failure to do so will result will result in aborting the process for both Option 1 producer and an Option 2 producer group.

6.1.17. The UIN is used to validate the certificate. It is made available via the identification of the final products with the producer, where the product originates from a certified process, which is an obligation for all producers registered for PP/PO.

6.1.18. Unique Identification Number (UIN) is issued by concerned CBs. The UIN identifies a registered or certified producer and may only be used as indicated in the CPCC. It cannot be used to label a product that is not certified. The UIN (e.g. UIN_1234567890) may appear on the product, consumer packaging of the product, or at the point of sale where in direct connection with individual certified products. The UIN shall only be used on transaction/sales documents including certified products. When the transaction/sales documents include certified and non-certified products, the certified items shall be clearly identified as required by the relevant All Farm Base control points and compliance criteria.

6.1.19. The legal entity that labels UIN shall be a holder of a valid certificate of a IndG.A.P. module or an equivalent standard/scheme certificate.

6.1.20. On termination of the 'IndG.A.P. Sublicense and Certification Agreement', the right of the producer to use the IndG.A.P. claim, including the trademark, UIN or the logo, terminates with immediate effect.

6.1.21. The UIN shall only be used in connection with the IndG.A.P. system.

6.1.22. The operator of the monitoring system shall keep current data of the participating producers. This data shall at a minimum include producer name, identification code or UIN where available, address and crop specifications (i.e. product and area).

Section 4A

QUALITY COUNCIL OF INDIA

India Good Agricultural Practices (IndG.A.P.) Certification Scheme

Certification Process - Group Certification

Section 4A
Certification Process - Group Certification

1. OBJECTIVE

To ensure an objective assessment and certification of the IndG.A.P. Group produce and promote uniformity in the operation of the certification scheme and the interaction between the Certification Bodies (CBs) and the Producer Group seeking certification.

2. SCOPE

This document covers the Group certification process of IndG.A.P. under Option 2 and Option 1 multisite with QMS to achieve certification.

Note: The certification shall be carried out by the Certification Bodies (CBs) duly accredited for the certification scheme as per ISO 17065 by NABCB. To operate under the Scheme, the CBs will require an extension of scope within the accreditation for ISO 17065.

2.1. Registration/Application for certification

2.1.1. Any farmer/producer/organization who is a legal entity can apply for certification to an approved CB.

Note- Option 1 will cover all elements described under clause 3.1 except 3.1.2 which will be treated in line with group certification

2.1.2. The application shall be made before harvesting of the crops.

2.1.3. All relevant information concerning farmer/producers applying for certification shall be recorded for the farmer/producer to become registered. This information will be used to supply the registered party with a unique client number, which will be used as a unique identifier for all certification activities.

2.1.4. The information required is consistent with the information of Certification Agreement signed between the farmer/producer and the CB. The following information is required for each farmer/producer wishing to be registered:

i. Name of producer/farmer to be certified,
ii. Annual Area under production,
iii. Farm produce to be covered,
iv. First harvest or further harvest details/timings.

2.1.5. The CB shall maintain and make publicly available accurate information describing its certification processes for granting, maintaining, extending, renewing, reducing, suspending or withdrawing certification, and geographical areas in which it operates. The information shall include reference to the

i. Certification Criteria,
ii. procedure for obtaining certification,
iii. an application form,

iv. list of documents required to be submitted along with the application,
v. information on fee for application, initial certification and continuing certification,
vi. documents describing the rights and duties of certified clients, and
vii. information on procedures for handling complaints and appeals.
viii. The producer has the right not to send certain requested documents to the CB if they are considered to be confidential. In this case the information will have to be present during the on-site inspection.

2.1.6. The CB shall respond to all enquiries received from prospective applicants for certification with complete information for facilitating a registration of an applicant, within seven days of receipt of the query.

2.1.7. The prospective applicant shall apply to the CB on the Application form prescribed by the CB, and provide as minimum information on:

i. the name and address of applicant with contact details (Both physical and postal Address shall include name of city, District, State and country, postal code and also the contact and fax numbers if available)
ii. proof of legal entity,
iii. Production location and total land held at location,
iv. whether land is held under ownership or lease,
v. produce being Produced /handled,
vi. relevant certification criteria and option of IndG.A.P. against which certification is sought,
vii. Details of Produce handling (shall include name of produce handling unit, full address with name of city, District, State and country, postal code and also the contact and fax numbers and email and GLN / Sub GLN if available)
viii. number and competence of manpower (multisite or group farming) to be registered with CB which in turn will share details with INDG.A.P. Sectt. It is the responsibility of the producer and CB to update the data.
ix. area under cultivation non covered crop, first harvest and further harvest
x. area under cultivation covered crop, first harvest and further harvest
xi. Since when the area is under cultivation
xii. Any registration with government department
xiii. Email of applicant (if available)
xiv. GLN (if available)
xv. Latitude and Longitude of Legal entity (+ - 10 m accuracy)
xvi. Full name of Responsible person on behalf of legal entity with contact number full address, fax, email as per availability
xvii. Details on parallel production and parallel ownership (If any). Parallel production is allowed only if the crop can clearly distinguished by an average consumer at harvesting stage (eg: red apple and green apple).
xviii. Details of sub contracted operations (if any)
xix. Details of Certification bodies if any other products registered with other CBs
xx. Countries/ Group of countries of destination of produce
xxi. Harvest can be excluded from the scope of certification only if the produce is sold before harvest and the ownership of produce is no more with the certificate holder, part of the harvest cannot be excluded. And this information shall be available in the application the producer has to declare that PHI is complied with and pass on that information to buyer.
xxii. Inclusion of harvest is mandatory as long as the produce under harvest is under the ownership to the producer during harvest even if harvest is a sub-

contracted operation. A written contract shall be executed between the producer and buyer mentioning the IndG.A.P. requirement for harvest exclusion. During application if the producer is not sure of buyer/buyers then a declaration stating that the information will be passed on to the CB as soon as the buyer is identified, The buyer also has the responsibility of handling the produce not just harvesting.

xxiii. If produce handling is included then whether certified and non certified produce handled in the same produce handling unit.

This information shall be updated whenever it changes latest it shall be updated before renewal.

Note:- Produce handling includes any operations after harvest including storage, chemical treatments, trimming, thinning, washing, packing or other operations were the produce will have physical contact with other substances or materials. Any specific processes for produce shall be captured in the check list

2.1.8. The prospective applicant shall along with the application, pay all applicable fees, declare any judicial proceedings relating to their operations/product, any proceedings by any regulatory body or suspension/cancellation/withdrawal of any certification/approvals under any regulations or otherwise.

2.1.9. Certification is granted only against the relevant certification criteria. The CB shall review all applications for the above and ensure the same.

2.1.10. All applications for certification shall be reviewed by the CB for adequacy and deficiencies observed, if any, shall be informed to applicant within seven days of receipt of application. Review of applications shall be done by a competent person. Records of review shall be maintained.

2.1.11. The applications found to be complete and supported with all documents sought shall be accepted and registered in order of receipt with a unique identification number, acknowledged and records maintained. Registration should be done within seven days of receipt.

2.1.12. Antecedents of applications shall be verified. If punished under the law, the application from the same person/organization will not be entertained during the period of punishment and in any case for at least one year from the date of punishment.

2.1.13. Applications from farmers/producers who have earlier either misused the Certification/ certification mark, or whose earlier certificate was cancelled because of violation of terms and conditions/misuse of certification mark shall not be entertained within one year of cancellation of the certificate by any CB.

2.1.14. Applications from farmer/producer found to be misusing the Certification/certification Mark while their application is being processed for grant of certificate, shall not be processed any further, and rejected after giving a due notice of 15 days. Fresh applications from them shall be treated as per clause 4.1.13 given above.

2.1.15. Requests for grant of certificates from ex-applicants shall be processed like a fresh applicant and the entire procedure for grant of certificate be adhered to.

2.1.16. Certification Bodies shall reject or close an application under the following conditions:

- If Initial Evaluation is not carried out within six months of registration of application,
- If the follow up evaluation carried out after organization has confirmed necessary corrective actions is not satisfactory
- Lack of competent personnel for production/cultivation and handling,
- If farmer/producer shows no progress towards completion of corrective actions within three months of Initial Evaluation and six months of Registration of application,
- Misuse of Certification/certification mark, Evidence of malpractice and
- Voluntary withdrawal of application.

2.1.17. In the event of closure/rejection of an application, the application fee submitted with the application may be refunded as decided by the CB.

2.1.18. An applicant:

2.1.18.1. May not register the same product more than once with different CBs or under different certification options.

2.1.18.2. May register different products with different CBs and/or under different certification options (e.g.: It is possible to register apples under Option 1 and cherries under Option 2, apples with one CB and cherries with another CB or both crops with the same CB). The application of the CB requires the applicant to confirm that there is no duplication in terms of seeking certification.

2.1.18.3. May not register production sites or group members in different countries with any CB. The IndG.A.P. Secretariat may grant exceptions on a case-by-case basis or as per national interpretation guidelines. The limiting criteria for easiness in operations is that QMS / PG Border limit within 50 km from operation office of PHU / Packhouse for perishable products and 100 km for non-perishable products. Average number of Producer members can be 50 of average 2-hectare limit per 1 extension officer for first year of implementation.

2.1.19. For the registration to be completed, the applicant shall satisfy all the following conditions:

2.1.19.1. Submit to the CB the relevant application that shall include all the necessary information.

2.1.19.2. Sign acceptance of the IndG.A.P. Sublicense and Certification Agreement' in its latest version (available on the QCI website) with the CB, or the applicant shall explicitly acknowledge the receipt and the inclusion of the IndG.A.P. Sublicense and Certification Agreement' with signature on the service contract/agreement with the CB and the CB shall hand over a copy of the IndG.A.P. Sublicense and Certification Agreement' to the producer.

2.1.19.3. Be assigned a UIN after completion of first certification process (as per Section 3 Annexure 3C – Seed to Sale (S2S) Rules; clause 6.1 - SOP for issuing Unique Identification Number), if they don't already have a UIN.

2.1.19.4. Agree in writing to pay the IndG.A.P. registration fee, as explained in the current IndG.A.P. Fee Table' (available on the QCI website).

2.1.20. The registration process, in case of initial certification and transfers, shall be finalized before inspection can take place.

2.1.21. In the case of first registration, the CB shall confirm about the receipt of application and that the application is in order.

2.1.22. Production Site is defined as a production area (e.g., fields, plots, ponds, ranches) that is owned or rented and ultimately managed by one legal entity, and where the same input factors (e.g. water supply, workers, equipment, stores, etc.) are used.

2.1.22.1. One site (farm) may contain several touching areas (plot: areas that share a common border, are contiguous) and production of more than one product on the same site is possible. the multisite may contain several non-touching areas (fields: areas that do not share a common border, are non-contiguous) and production of more than one product on the same site is possible.

2.1.22.2. All production sites where the product(s) that are included in the IndG.A.P. certification scope are produced, shall be identified and registered.

2.1.23. Requirements for production sites:

2.1.23.1. All production sites shall be owned or rented and under the direct control of the legal entity.

2.1.23.2. For production sites that are not owned by the legal entity, there shall be a signed document, which includes a clear indication that the site owner does not have any responsibility or input or decision capacity regarding the production operations over the rented-out site. There shall also be written contracts in force between each production site owner and the legal entity that include the following elements:

a. Certificate holder/producer member name and legal identification.
b. Name and/or legal identification of the site owner.
c. Site owner contact address.
d. Details of the individual production sites.
e. Signature of both parties' representatives.

2.1.23.3. The certificate holder is legally responsible for all the registered production, including placing the product on the market.

2.1.24. A product handling unit (PHU) is defined as facilities where products are handled. If a producer handles products included in the IndG.A.P. certification scope in more than one PHU, all these shall be identified and registered.

2.1.25. Registration / Transfer with a new CB

2.1.25.1. If a producer who has already been registered changes CB or applies to a new CB for certification of a different product, the producer shall communicate the UIN to the new CB. Failure to do so will result will result in aborting the process for both Option 1 producer and Option 2 producer group.

2.1.25.2. Certificate holders who are sanctioned cannot change CB until the outgoing CB closes the corresponding non-conformance.

2.1.25.3. Individual producer members of a producer group are not allowed to leave the group and register with another group (for the products registered) if there is any pending sanction on the producer issued by the group, or there are any issues relevant to the producer raised by the CB that have not been closed.

2.1.26. Parallel Production (PP) or Parallel Ownership (PO)

2.1.26.1. Any applicant/certificate holder (individual producer, multisite producer or producer group) who owns IndG.A.P. and non-IndG.A.P. products (of the same product) at any time needs to register for parallel production (PP) or parallel Ownership (PO).

2.1.26.2. Registration Steps

a. The producer shall inform the respective CB of the application for PP/PO during the registration process.

- Producer groups shall also include clear identification of their producer members who buy/sell non-certified products of the same products included in the scope of certification (and, therefore, also the products that have to be registered as “with PO” for each producer member).

b. The CB shall register the producer (per product) in the IndG.A.P. Database for PP and/or PO.

c. Producers can register for PP/PO at any time if they start carrying out PP/PO activities but cannot use the registration as immediate corrective action to avoid sanctions in the case of a non-conformance.

- If a non-conformance is detected, the producer shall be sanctioned accordingly until effective implementation of the corrective actions for the entire production process has taken place.
- In case producers want to register for PP/PO during the validity of their certificates (e.g. because they need to purchase certified products, which they did not expect at the time of their registration), CBs will have to carry out an extraordinary inspection/audit to check the applicable control points and update the information in the their Database and the paper certificate.
- In case producers want to register for parallel ownership at the beginning of the season, when they are not sure whether they will buy non-certified products, CBs shall evaluate that the traceability and segregation procedures are available and ready for implementation. When the purchase of products from non-certified sources begins, CBs shall require evidences of implementation (documentation or on-site assessment).

2.1.26.3. Identification of Producers Registered for PP/PO

a. The UIN is used to validate the certificate. It is made available via the identification of the final products with the producer, where the product originates from a certified process, which is an obligation for all producers registered for PP/PO.

b. PP/PO shall be specified on the paper certificate and is also visible via the online certificate validation in the IndG.A.P. website.

2.1.26.4. Additional Requirements for Producers with PP/PO

a. All products shall be traceable to the respective production site/PHU, and certified and non-certified products shall be fully segregated at all times. Producers shall be able to demonstrate that their traceability and recording system guarantees full traceability and segregation.

b. The handling of certified and non-certified products is possible within the same product handling facility.

c. Parallel production in one production site is not allowed. Exceptions, when possible, are explained in the respective scope-specific rules.

2.1.27. Burden of Proof

2.1.27.1. In the case of information (e.g. MRL exceedance, microbial contamination, etc.) about a certificate holder, which could have a potential impact on the certified status/claim being transmitted to the IndG.A.P. Secretariat, it is the responsibility of the certificate holders and the corresponding CBs to refute the claim by verifying and p The findings and actions taken shall be reported to the IndG.A.P. Secretariat within the defined period of time by the CB. providing evidence of compliance with the IndG.A.P. standards.

2.1.27.2. The findings and actions taken shall be reported to the IndG.A.P. Secretariat within the defined period of time by the CB.

2.1.27.3. If the certificate holders and the corresponding CBs do not provide the requested evidence of compliance within the period of time defined by the Scheme Owner, they will be sanctioned according to the sanctioning procedures described in the Certification Process (Section 3).

2.1.27.4. In case the evidence includes laboratory analyses, accredited laboratories (ISO 17025) and independent sampling.

3. CERTIFICATION PROCESS- OPTION 2 GROUP CERTIFICATION

3.1 Legality, Administration and Structure

3.1.1 The Producer Group shall be registered legal entity as Producers Management Unit, producer companies, exporters etc. This legal entity shall have ultimate responsibility over the production, handling and ownership of the produce; thus, it is responsible for the compliance with the standard.

3.1.2 The legal entity shall enter into a contractual relationship and will have Certification Agreement with approved CB, and becomes the sole holder of the certificate. This agreement should be valid for minimum one year and maximum three years and after that it should be renewed in total.

3.2 Requirement of producer groups

3.2.1 The administrative structure of the producer group shall be documented and clearly identify the relationship between the producers and the legal entity. There shall be written signed contracts between each producer and the legal entity. The contracts shall include the following elements:

a) Name and legal identification of the producer,
b) Name of the contact person, another person responsible in case the first one is absent or not available
c) Full address (physical and postal)
d) Contact address, including whatsapp no. if available
e) Other ID (PAN, GST, UAIDI, etc.), driving license,
f) Products registered
g) Details of the individual production locations, full address (physical and postal)
h) Details of areas (crops) or quantity (Tonnage),
i) Commitment to comply with the requirements of the standard,

j) Agreement to comply with the group's documented procedures, policies,
k) Signature of producer and group representative and,
l) Any other internal requirements not being met.

3.2.2 The producer group registered members must be legally responsible for their respective production locations.

3.2.3 Requirements for multi-sites

a) All PMUs shall be owned or rented and under the direct control of the legal entity
b) For PMUs that are not owned by the legal entity, there shall be written contract in force between each PMU owner and the legal entity. The contract shall include the following elements:
   i. Name of legal entity and its legal identification,
   ii. Name and/or legal identification of the site owner,
   iii. Site owner contact address,
   iv. Details of individual PMUs,
   v. Signature of both parties' representatives.
c) The certificate holder is legally responsible for all the registered production including placing the product on the market.

3.2.4 Producer and site internal register

A register shall be maintained of all contracted group member producers, and of all the applicable sites used for production in accordance with the standard.

a) Requirements of producer groups

i. All producers in the producer group internal register must be registered individually.
ii. The register shall at least contain the following information for each producer:
   - Name of producer,
   - Name of contact person,
   - Full address (physical and postal),
   - Contact data (telephone number and e-mail and/or fax number),
   - Other ID (GST Number, PAN, TIN, Aadhar etc.),
   - Produce registered,
   - Growing/Production area and/or quantity for each registered produce,
   - IndG.A.P. status

b) Requirements of multisites

i. Additionally, the register shall at least contain the following information for each site:
   - Relation of legal entity with PMU (ownership, rented etc.)
   - PMU location
   - Product registered
   - Growing/Production area and/or quantity for each registered produce

4. QUALITY MANAGEMENT SYSTEM OF GROUP FACILITY

4.1 Management and Organization

4.1.1 Structure

a) The structure should enable the appropriate implementation of QMS across all registered producer members or PMUs.
b) The producer group or PMU shall have a management structure and sufficient suitably trained resources to effectively ensure that the registered producers meet the requirements of IndG.A.P. on their production locations.
c) The organizational structure of the group shall be documented and shall include individuals responsible for:
   i. Managing the implementation of IndG.A.P. in the group.
   ii. Managing the QMS
   iii. The Internal inspection of each producer member and/or PMU annually (i.e., internal Inspectors)
   iv. The Internal audit of the Quality Management System and verifying internal inspections (i.e., Internal Auditors)
   v. Technical advice to the group (depending on the scope of the group). This could be the same person as above.

4.1.2 Responsibility and Duties

The duties and responsibilities of all personnel involved with the compliance of IndG.A.P. requirements shall be documented, and an individual who holds a position of sufficient seniority and resources to serve as the overall responsible person will be nominated for maintenance of the IndG.A.P. certification.

4.1.3 Competency and Training of Staff

a) The management shall ensure that all personnel with responsibility for compliance with the IndG.A.P. standard is adequately trained and meet defined competency requirements. They shall possess degree /diploma in agricultural sciences with suitable training.
b) The competency requirements, training and qualifications for key staff shall be documented and shall meet any defined competency requirements.
c) Records of qualifications and training shall be maintained for all key staff (managers, auditors, inspectors, etc.) involved in compliance with IndG.A.P. requirements to demonstrate competence.
d) The internal auditor(s) and inspector(s) shall undergo training and evaluation on the job audits/inspections to ensure consistency in their approach and interpretation of the standard. The key tasks and specific competency requirements is given in clause 5 of this section.

e) Systems shall be in place to demonstrate that key staff is informed and aware of development, issues and legislative changes relevant to the compliance to the IndG.A.P. standard.

4.2 Document control

a) All documentation relevant to the operation of QMS for IndG.A.P. compliance shall be controlled. This documentation shall include:
   i. Quality Manual
   ii. Operating procedures,
   iii. Work instructions
   iv. Recording forms
   v. Relevant documents of external origin
b) Policies and procedures shall be sufficiently detailed to demonstrate the group's control of the principal requirements of the IndG.A.P. standard.
c) Relevant procedures and policies available to the producer group registered members and key staff.
d) Quality Manual shall be reviewed periodically to ensure that it continues to meet the requirements of the IndG.A.P. standard and those of the producer group. Any relevant modifications of the IndG.A.P. standard or published guidelines that come into force must be incorporated into the manual within the time period specified.
e) The manual shall be reviewed a minimum of once a year.

4.2.1 Document Control Requirements

a) There shall be a written procedure defining the control of documents.
b) All documentation shall be reviewed and approved by authorised personnel before issue and distribution.
c) All controlled documents shall be identified with an issue number, issue date/review date and be appropriately paged.
d) Any change in these documents shall be reviewed and approved by authorised personnel prior to its distribution.
e) A copy of all relevant documentation shall be available at the places where the
f) QMS is being controlled.
g) There shall be a system in place to ensure that documentation is reviewed and that following the issue of new documents, obsolete documents are effectively rescinded.
h) The documents of external origin used in the management of Group Certification shall be controlled.

4.2.2 Records

a) There shall be records to demonstrate effective control of the IndG.A.P. Quality Management System requirements and compliance with the requirements of GAP standard.
b) Records from the QMS related to compliance of IndG.A.P. requirements shall be kept for a minimum of 3 years.

c) Records shall be genuine, legible, stored and maintained in suitable conditions and shall be accessible for inspection as required.
d) Records that are kept on-line or electronically are valid. If a signature is required, this can be a password or electronic signature that ensures the unique reference and authorization of the person signing. If a written signature of the responsible person is needed then this must be present. The electronic records must be available during the CB inspections. Back-ups must be available at all times.

4.3 Complaint Handling

4.3.1 There shall be a system for effectively managing customer complaints and the relevant part of the complaint system shall be available to the producer members.
4.3.2 There shall be documented procedure that describes how complaints are received, registered, identified, investigated, followed up and reviewed.
4.3.3 The procedure shall be available to customers as required.
4.3.4 The procedure shall cover both complaints to the group and against individual producers or sites.
4.3.5 The entity shall demonstrate the compliance to the above requirements in form of a registry of complaints and information flow to the CBs or the Scheme Owner.

4.4 Internal Audits and Inspections

Internal audit systems shall be in place both to assess the adequacy and compliance of the documented QMS and to inspect the producers and farms against the GAP standard.

4.4.1 Internal Quality Management System Audit

a) The QMS for the IndG.A.P. scheme shall be audited at least annually.
b) Internal auditors shall be suitably trained and independent of the area being audited.
c) The CB will evaluate the competence of the internal auditor during the external audit

Note- It is permitted for the same person to initially develop the QMS within the group, and then undertake the required annual QMS audit, however the person responsible for the day-to-day ongoing management of the QMS is not allowed to undertake the required subsequent annual internal QMS audits.

d) Records of the internal audit plan, audit findings and follow up of corrective actions resulting from an audit shall be maintained and available.
e) Completed QMS checklist with comments for every QMS control point must be available on site for review by the auditor during external audit
f) Where the internal audit is not performed in one day but continuously over a 12-month period, a predefined schedule should be in place.

4.4.2 Internal Producer and Production Management Unit (PMU) Inspections

a) Inspections shall be carried out at each registered producer (and corresponding production locations) or PMU at least once a year against all GAP control point and compliance criteria. The Control Points and Compliance Criteria (CPCC) checklist based on respective INDGAP standards shall be used both for internal and external assessments. Any producer opting for INDGAP needs to comply with Section 3. If a

group of farmers join to seek a group certification, the legal entity needs to comply with requirements stipulated in Section 4A.and the farm with the requirement of section-3

b) All critical, Major and Minor control points must be inspected in full.
c) Internal inspectors shall meet competence requirements.
d) Internal inspectors shall be independent of the area being audited. Internal inspector cannot inspect their own daily work
e) New members of the group and new PMUs shall always be internally inspected and approved prior to entering into internal GAP register.
f) The original inspection reports and notes shall be maintained and available for the CB inspection as required.
g) The inspection report shall contain the following information:
    i. Identification of registered producer and/or production location(s)
    ii. Signature of the registered producer or PMU responsible
    iii. Date of inspection
    iv. Inspector name and signature
    v. Registered products
    vi. Evaluation result against each GAP control point
    vii. The checklist shall include details in the comments section for the:
        - Critical control points that are found to be compliant,
        - Critical and Major control points that are found to be noncompliant and,
        - Major and minor control points that are found to be noncompliant unless a checklist is issued by IndG.A.P. that predetermines which CPCC must be commented on. This is needed, in order to enable the audit trail to be reviewed after the event,
        - All CPs that are not applicable needs an explanation justifying the same.

    viii. Details of any non-compliances identified and time period for corrective action,
    ix. Inspection results with calculation of compliance
    x. Duration of inspection
    xi. Name of internal auditor who approved the checklist
        - The internal auditor / audit team shall review and make the decision on whether the producer or site is compliant with the GAP requirements, based on the inspection reports presented by the internal inspector,
        - In case there is only one internal auditor who also performs internal inspection, another person i.e., MR must approve the internal inspections,
        - Where the internal inspection takes place continuously over a 12-month period, a predefined schedule should be in place.

4.5 Non-compliances, Corrective Actions and Sanctions

4.5.1 There shall be a procedure to handle non-compliances and corrective actions which may result from internal or external audits and/or inspections, customer complaints or failures of the QMS,

4.5.2 There shall be documented procedures for the identification and evaluation of non-compliances to the QMS by the group or by its members,

4.5.3 Corrective actions following non-compliances shall be evaluated and a timescale defined for action,

4.5.4 Responsibility for implementing and resolving corrective actions shall be defined,

4.5.5 A system of sanctions and non-conformances shall be operated with their producers or PMU that meet the certification requirement,

4.5.6 The group shall have mechanisms in place to notify the IndG.A.P. approved Certification Body immediately of Suspensions or Cancellations of registered producers,
4.5.7 Records shall be maintained of all sanctions including evidence of subsequent,
4.5.8 corrective actions and decision-making processes.

4.6 Product Traceability and Segregation

4.6.1 Product meeting the requirements of the IndG.A.P. standard and marketed as such shall be traceable and handled in a manner that prevents mixing with non-IndG.A.P. approved products.
4.6.2 There shall be a documented procedure for the identification of registered produce and to enable traceability of all product, both conforming and non-conforming to the applicable production sites. A mass balance exercise must be carried out to demonstrate compliance within the legal entity.
4.6.3 Effective systems and procedures shall be in place to negate any risk of misuse of label or mixing of GAP certified and non-GAP certified products.

4.7 Withdrawal and Recall of Certified Produce

4.7.1 Documented procedures shall be in place to effectively manage the withdrawal and recall of registered product.
4.7.2 Procedures shall identify the types of events which may result in a withdrawal, recall and persons responsible for taking decisions on the possible withdrawal of product, the mechanism for notifying customers and the Certification Body; and methods of reconciling stock.
4.7.3 The procedure shall be capable of being operated at any time.
4.7.4 The procedure shall be tested in an appropriate manner at least annually to ensure that it is effective and records of the test retained.
4.7.5 During the mock recall, the entity preferably needs to furnish evidence of communicating the same to the client whereas, it is not necessary to have the CB or the regulator involved in the mock recall process.

4.8 Subcontractors

4.8.1 Procedures shall exist to ensure that any services subcontracted to third parties are carried out in accordance with the requirements of the IndG.A.P. standard.
4.8.2 Records shall be maintained to demonstrate that the competency of any subcontractor is assessed and meets the requirements of the standard.
4.8.3 Subcontractors shall work in accordance with the group's QMS and relevant
4.8.4 procedures and this shall be specified in service level agreements or contracts.

4.9 Registration of additional producers or PMU to the certificate

New producers and sites may be added to the certificate. In fact, it is the responsibility of the certificate holder (Group or multisite) to immediately update the certification body on any addition or withdrawal of sites to/from the list of registered producers.

4.9.1 In case certifications up to 10% producer members or site or area of production whichever is less may be added to the existing certificate without doing an external audit

by the CB and for the subsequent unannounced surveillance this has to be considered in the calculation of square root of producers/production sites.

4.9.2 When the number of the approved registered producer and/or sites increases by more than 10% in one year, further external sample inspection (minimum is the square root of new producers/sites) of the newly added producer sites and optionally an audit of QMS will be required during that year before additional producers can be added to the approved list

4.9.3 Regardless of percentage by which the number of registered producer sites increase in one year, should the newly registered farm increase the area of previously approved registered products by more than 10% in a year or there is 10% change in producer further external sample inspection (minimum is the square root of new producers/farms) of the newly added farms or producers and optionally an audit of QMS will be required during that year before additional farms/ producers can be added to the approved list.

5. Internal auditor and inspectors' requirements

5.1 Key task:- the internal inspector/s has to complete the internal inspection of all producer members of the group/ sites in case of multi sites with QMS to access compliance with the INDG.A.P. certification requirements. And shall not undertake auditor's task They shall produce timely and accurate reports for the inspection done by them.

The internal auditor has to complete the QMS audit, approval of the producer members/sites based on the internal inspection reports/ check list submitted by internal inspector. They shall produce timely and accurate reports for the audit done by them.

5.2 Educational Qualification and experience

5.2.1 Degree/ Diploma and/or Post-secondary education in any stream of science relevant to agriculture, horticulture, soil sciences or agroforestry areas, sufficient to provide knowledge of basic microbiology, agronomy, plant entomology and pathology, and hygienic conditions in the production and processing of horticulture crops as relevant to the crops certified.

5.2.2 The auditor/Inspectors shall have at least 2 years of post-qualification experience in horticulture or agriculture production, The number of years of total work experience may be reduced by one year if the auditor has completed appropriate post graduate education in the education relevant to horticulture and/or agriculture sector.

5.3 Technical skills and qualifications

5.3.1 Sign off of the inspector shall be done only on completion of one day practical inspection course (ISO19011) on basic principles of inspections, and also 2 observed audits with already qualified inspector/auditors can be internal or external and a witness audit by already qualified auditor/inspector or by CB

5.3.2 For auditors, practical knowledge on the quality management system and a minimum of internal auditor training on QMS for a minimum duration of 16 hours.

5.4 Food safety and GAP trainings

5.4.1 HACCP trainings as a part of the formal qualification or by completing a formal course, (Thirds party trainings and the trainer need to be a LA trained person on HACCP or ISO 22000/FSMS)

5.4.2 Food hygiene training as a part of the formal qualification or a formal training course.

5.5 Crop specific training

5.5.1 Training in Plant protection product, Fertilizers, Integrated Pest management as part of the formal course and training from specialist in the respective field.

5.6 Working language skills and product knowledge

5.6.1 The auditors and inspectors shall have practical knowledge on the product they are inspecting and shall be familiar with the local language or national language or a language which both (auditee and auditor) can communicate. Any exemption to this shall be consulted with SO and permission to be sought before inspection/audit.

5.7 Independence and confidentiality

5.7.1 The inspector auditor shall sign confidentiality agreement and any conflict shall be declared to the group. And shall maintain strict confidentiality regarding the information and records.

5.7.2 The inspectors and auditors shall no do the inspection and audits if they have worked, given consultation etc., to the client/ Producers during the past 2 years

Note:- All qualifications, trainings and experience records shall be maintained by the Group for verification by the CB during external audit

Section 4

QUALITY COUNCIL OF INDIA

India Good Agricultural Practices (IndG.A.P.) Certification Scheme

Certification Process – IndG.A.P.

Section 4
Certification Process

1. OBJECTIVE

To ensure an objective assessment and certification of the IndG.A.P. produce at the farm, promotion of uniformity in the operation of the certification scheme and the interaction between the Certification Bodies (CBs) and the producers seeking certification.

2. SCOPE

This document covers the certification process of IndG.A.P. (Good Agricultural Practices) to achieve certification under any one of the two options described under point 3 below.

This document is supplemented by the document on Group Certification process (IndG.A.P.-4 A) which also applies to Individual certification with implementation of Quality Management Systems (QMS).

3. CERTIFICATION OPTIONS FOR GAP CERTIFICATION

Applicants can apply for certification under any of the 2 options (individual or group certification). The options are based on the constitution of the legal entity applying for certification. The CB shall complete all the steps as mentioned in the Scheme requirement before carrying out any IndG.A.P. certification (accredited or non-accredited). The following options shall be available for certification:

3.1. Option 1 Individual Certification

Individual producer applies for certification and gets certification.

Note- The producer is defined as a person (individual) or a business (individual or) who is legally responsible for production of products and who has the legal responsibility for the products sold by that farming business.

3.1.1. Multisite without implementation of QMS

Individual producer or one organization owns several production locations or Production Management Units (PMUs) that do not function as separate legal entities, applies and gets certification without implementation of Quality Management Systems (QMS). In case of an Option 1 multisite with no QMS, all production sites where a registered product is produced shall be inspected before the certificate can be issued.

3.1.2. Multisite with implementation of QMS

Individual producer or one organization owns several production locations or Production Management Units (PMUs) that do not function as separate legal entities, applies and gets certification with implementation of Quality Management Systems (QMS).

Note- Details of certification process for QMS implementation is given in IndG.A.P.Section 4 A

3.2. Option 2 Group certification

A producer/farmer group applies for group certification and the farmer group, as legal entity gets certification.

Note- Details of group certification is given in Group Certification process (IndG.A.P. Section 4 A)

3.3. The Scheme is open to all farmers/producers or organizations engaged in IndG.A.P. implementation who are legal entities in India or country of production.

3.4. The information on how to obtain certification for Good Agricultural Practices is also available on the website of QCI (https://qcin.org/india-good-agriculture-practices).

3.5. The certification shall be carried out by the Certification Bodies (CBs) duly accredited for the certification scheme as per ISO/IEC 17065 by NABCB. To operate under the Scheme, the CBs will require an extension of scope within the accreditation for ISO/IEC 17065.

4. CERTIFICATION PROCESS - OPTION 1 FOR INDIVIDUAL CERTIFICATION

4.1. Registration/Application for certification

4.1.1. Any farmer/producer/organization who is a legal entity can apply for certification to an approved CB.

Note- Option 1 will cover all elements described under clause 3.1 except 3.1.2 which will be treated in line with group certification

4.1.2. The application shall be made before harvesting of the crops.

4.1.3. All relevant information concerning farmer/producers applying for certification shall be recorded for the farmer/producer to become registered. This information will be used to supply the registered party with a unique client number, which will be used as a unique identifier for all certification activities.

4.1.4. The information required is consistent with the information of Certification Agreement signed between the farmer/producer and the CB. The following information is required for each farmer/producer wishing to be registered:

i. Name of producer/farmer to be certified,
ii. Annual Area under production,
iii. Farm produce to be covered,
iv. First harvest or further harvest details/timings.

4.1.5. The CB shall maintain and make publicly available accurate information describing its certification processes for granting, maintaining, extending, renewing, reducing,

suspending or withdrawing certification, and geographical areas in which it operates. The information shall include reference to the

i. Certification Criteria,
ii. procedure for obtaining certification,
iii. an application form,
iv. list of documents required to be submitted along with the application,
v. information on fee for application, initial certification and continuing certification,
vi. documents describing the rights and duties of certified clients, and
vii. information on procedures for handling complaints and appeals.
viii. The producer has the right not to send certain requested documents to the CB if they are considered to be confidential. In this case the information will have to be present during the on-site inspection.

4.1.6. The CB shall respond to all enquiries received from prospective applicants for certification with complete information for facilitating a registration of an applicant, within seven days of receipt of the query.

4.1.7. The prospective applicant shall apply to the CB on the Application form prescribed by the CB, and provide as minimum information on:

i. the name and address of applicant with contact details (Both physical and postal Address shall include name of city, District, State and country, postal code and also the contact and fax numbers if available)
ii. proof of legal entity,
iii. Production location and total land held at location,
iv. whether land is held under ownership or lease,
v. produce being Produced /handled,
vi. relevant certification criteria and option of IndG.A.P. against which certification is sought,
vii. Details of Produce handling (shall include name of produce handling unit, full address with name of city, District, State and country, postal code and also the contact and fax numbers and email and GLN / Sub GLN if available)
viii. number and competence of manpower (multisite or group farming) to be registered with CB which in turn will share details with IndG.A.P. Sectt. It is the responsibility of the producer and CB to update the data.
ix. area under cultivation non covered crop, first harvest and further harvest
x. area under cultivation covered crop, first harvest and further harvest
xi. Since when the area is under cultivation
xii. Any registration with government department
xiii. Email of applicant (if available)
xiv. GLN (if available)
xv. Latitude and Longitude of Legal entity (+ - 10 m accuracy)
xvi. Full name of Responsible person on behalf of legal entity with contact number full address, fax, email as per availability

xvii. Details on parallel production and parallel ownership (If any). Parallel production is allowed only if the crop can clearly distinguished by an average consumer at harvesting stage (eg: red apple and green apple).

xviii. Details of sub contracted operations (if any)

xix. Details of Certification bodies if any other products registered with other CBs

xx. Countries/ Group of countries of destination of produce

xxi. Harvest can be excluded from the scope of certification only if the produce is sold before harvest and the ownership of produce is no more with the certificate holder, part of the harvest cannot be excluded. And this information shall be available in the application the producer has to declare that PHI is complied with and pass on that information to buyer.

xxii. Inclusion of harvest is mandatory as long as the produce under harvest is under the ownership to the producer during harvest even if harvest is a sub-contracted operation. A written contract shall be executed between the producer and buyer mentioning the IndG.A.P. requirement for harvest exclusion. During application if the producer is not sure of buyer/buyers then a declaration stating that the information will be passed on to the CB as soon as the buyer is identified, the buyer also has the responsibility of handling the produce not just harvesting.

xxiii. If produce handling is included then whether certified and non certified produce handled in the same produce handling unit.

This information shall be updated whenever it changes latest it shall be updated before renewal.

Note:- Produce handling includes any operations after harvest including storage, chemical treatments, trimming, thinning, washing, packing or other operations were the produce will have physical contact with other substances or materials. Any specific processes for produce shall be captured in the check list

4.1.8. The prospective applicant shall along with the application, pay all applicable fees, declare any judicial proceedings relating to their operations/product, any proceedings by any regulatory body or suspension/cancellation/withdrawal of any certification/approvals under any regulations or otherwise.

4.1.9. Certification is granted only against the relevant certification criteria. The CB shall review all applications for the above and ensure the same.

4.1.10. All applications for certification shall be reviewed by the CB for adequacy and deficiencies observed, if any, shall be informed to applicant within seven days of receipt of application. Review of applications shall be done by a competent person. Records of review shall be maintained.

4.1.11. The applications found to be complete and supported with all documents sought shall be accepted and registered in order of receipt with a unique identification number, acknowledged and records maintained. Registration should be done within seven days of receipt.

4.1.12. Antecedents of applications shall be verified. If punished under the law, the application from the same person/organization will not be entertained during the period of punishment and in any case for at least one year from the date of punishment.

4.1.13. Applications from farmers/producers who have earlier either misused the Certification/ certification mark, or whose earlier certificate was cancelled because of violation of terms and conditions/misuse of certification mark shall not be entertained within one year of cancellation of the certificate by any CB.

4.1.14. Applications from farmer/producer found to be misusing the Certification/certification Mark while their application is being processed for grant of certificate, shall not be processed any further, and rejected after giving a due notice of 15 days. Fresh applications from them shall be treated as per clause 4.1.13 given above.

4.1.15. Requests for grant of certificates from ex-applicants shall be processed like a fresh applicant and the entire procedure for grant of certificate be adhered to.

4.1.16. Certification Bodies shall reject or close an application under the following conditions:

- If Initial Evaluation is not carried out within six months of registration of application,
- If the follow up evaluation carried out after organization has confirmed necessary corrective actions is not satisfactory
- Lack of competent personnel for production/cultivation and handling,
- If farmer/producer shows no progress towards completion of corrective actions within three months of Initial Evaluation and six months of Registration of application,
- Misuse of Certification/certification mark, Evidence of malpractice and
- Voluntary withdrawal of application.

4.1.17. In the event of closure/rejection of an application, the application fee submitted with the application may be refunded as decided by the CB.

4.1.18. An applicant:

4.1.18.1. May not register the same product more than once with different CBs or under different certification options.

4.1.18.2. May register different products with different CBs and/or under different certification options (e.g.: It is possible to register apples under Option 1 and cherries under Option 2, apples with one CB and cherries with another CB or both crops with the same CB). The application of the CB requires the applicant to confirm that there is no duplication in terms of seeking certification.

4.1.18.3. May not register production sites or group members in different countries with any CB. The IndG.A.P. Secretariat may grant exceptions on a case-by-case basis or as per national interpretation guidelines. The limiting criteria for easiness in operations is that QMS / PG Border limit within 50 km from

operation office of PHU / Packhouse for perishable products and 100 km for non-perishable products. Average number of Producer members can be 50 of average 2-hectare limit per 1 extension officer for first year of implementation.

4.1.19. For the registration to be completed, the applicant shall satisfy all the following conditions:

4.1.19.1. Submit to the CB the relevant application that shall include all the necessary information.

4.1.19.2. Sign acceptance of the IndG.A.P. Sublicense and Certification Agreement' in its latest version (available on the QCI website) with the CB, or the applicant shall explicitly acknowledge the receipt and the inclusion of the IndG.A.P. Sublicense and Certification Agreement' with signature on the service contract/agreement with the CB and the CB shall hand over a copy of the IndG.A.P. Sublicense and Certification Agreement' to the producer.

4.1.19.3. Be assigned a UIN after completion of first certification process (as per Section 3 Annexure 3C – Seed to Sale (S2S) Rules; clause 6.1 - SOP for issuing Unique Identification Number), if they don't already have a UIN.

4.1.19.4. Agree in writing to pay the IndG.A.P. registration fee, as explained in the current IndG.A.P. Fee Table' (available on the QCI website).

4.1.20. The registration process, in case of initial certification and transfers, shall be finalized before inspection can take place.

4.1.21. In the case of first registration, the CB shall confirm about the receipt of application and that the application is in order.

4.1.22. Production Site is defined as a production area (e.g., fields, plots, ponds, ranches) that is owned or rented and ultimately managed by one legal entity, and where the same input factors (e.g., water supply, workers, equipment, stores, etc.) are used.

4.1.22.1. One site (farm) may contain several touching areas (plot: areas that share a common border, are contiguous) and production of more than one product on the same site is possible. the multisite may contain several non-touching areas (fields: areas that do not share a common border, are non-contiguous) and production of more than one product on the same site is possible.

4.1.22.2. All production sites where the product(s) that are included in the IndG.A.P. certification scope are produced, shall be identified and registered.

4.1.23. Requirements for production sites:

4.1.23.1. All production sites shall be owned or rented and under the direct control of the legal entity.

4.1.23.2. For production sites that are not owned by the legal entity, there shall be a signed document, which includes a clear indication that the site owner does not have any responsibility or input or decision capacity regarding the production operations over the rented-out site. There shall also be written contracts in force between each production site owner and the legal entity that include the following elements:

a. Certificate holder/producer member name and legal identification.

b. Name and/or legal identification of the site owner.
c. Site owner contact address.
d. Details of the individual production sites.
e. Signature of both parties' representatives.

4.1.23.3. The certificate holder is legally responsible for all the registered production, including placing the product on the market.

4.1.24. A product handling unit (PHU) is defined as facilities where products are handled. If a producer handles products included in the IndG.A.P. certification scope in more than one PHU, all these shall be identified and registered.

4.1.25. Registration / Transfer with a new CB

4.1.25.1. If a producer who has already been registered changes CB or applies to a new CB for certification of a different product, the producer shall communicate the UIN to the new CB. Failure to do so will result will result in aborting the process for both Option 1 producer and Option 2 producer group.

4.1.25.2. Certificate holders who are sanctioned cannot change CB until the outgoing CB closes the corresponding non-conformance.

4.1.25.3. Individual producer members of a producer group are not allowed to leave the group and register with another group (for the products registered) if there is any pending sanction on the producer issued by the group, or there are any issues relevant to the producer raised by the CB that have not been closed.

4.1.26. Parallel Production (PP) or Parallel Ownership (PO)

4.1.26.1. Any applicant/certificate holder (individual producer, multisite producer or producer group) who owns IndG.A.P. and non-IndG.A.P. products (of the same product) at any time needs to register for parallel production (PP) or parallel Ownership (PO).

4.1.26.2. Registration Steps

a. The producer shall inform the respective CB of the application for PP/PO during the registration process.
   - Producer groups shall also include clear identification of their producer members who buy/sell non-certified products of the same products included in the scope of certification (and, therefore, also the products that have to be registered as "with PO" for each producer member).
b. The CB shall register the producer (per product) in the IndG.A.P. Database for PP and/or PO.
c. Producers can register for PP/PO at any time if they start carrying out PP/PO activities but cannot use the registration as immediate corrective action to avoid sanctions in the case of a non-conformance.
   - If a non-conformance is detected, the producer shall be sanctioned accordingly until effective implementation of the

corrective actions for the entire production process has taken place.

- In case producers want to register for PP/PO during the validity of their certificates (e.g. because they need to purchase certified products, which they did not expect at the time of their registration), CBs will have to carry out an extraordinary inspection/audit to check the applicable control points and update the information in the their Database and the paper certificate.
- In case producers want to register for parallel ownership at the beginning of the season, when they are not sure whether they will buy non-certified products, CBs shall evaluate that the traceability and segregation procedures are available and ready for implementation. When the purchase of products from non-certified sources begins, CBs shall require evidences of implementation (documentation or on-site assessment).

4.1.26.3. Identification of Producers Registered for PP/PO

a. The UIN is used to validate the certificate. It is made available via the identification of the final products with the producer, where the product originates from a certified process, which is an obligation for all producers registered for PP/PO.

b. PP/PO shall be specified on the paper certificate and is also visible via the online certificate validation in the IndG.A.P. website.

4.1.26.4. Additional Requirements for Producers with PP/PO

a. All products shall be traceable to the respective production site/PHU, and certified and non-certified products shall be fully segregated at all times. Producers shall be able to demonstrate that their traceability and recording system guarantees full traceability and segregation.

b. The handling of certified and non-certified products is possible within the same product handling facility.

c. Parallel production in one production site is not allowed. Exceptions, when possible, are explained in the respective scope-specific rules.

4.1.27. Burden of Proof

4.1.27.1. In the case of information (e.g. MRL exceedance, microbial contamination, etc.) about a certificate holder, which could have a potential impact on the certified status/claim being transmitted to the IndG.A.P. Secretariat, it is the responsibility of the certificate holders and the corresponding CBs to refute the claim by verifying and p The findings and actions taken shall be reported to the IndG.A.P. Secretariat within the defined period of time by the CB. providing evidence of compliance with the IndG.A.P. standards.

4.1.27.2. The findings and actions taken shall be reported to the IndG.A.P. Secretariat within the defined period of time by the CB.

4.1.27.3. If the certificate holders and the corresponding CBs do not provide the requested evidence of compliance within the period of time defined by the Scheme Owner, they will be sanctioned according to the sanctioning procedures described in the Certification Process (Section 3).

4.1.27.4. In case the evidence includes laboratory analyses, accredited laboratories (ISO 17025) and independent sampling.

4.2. Assessment process

4.2.1. Control Points and Compliance Criteria (CPCC)

The Control Points and Compliance Criteria (CPCC) checklist based on IndG.A.P. standard shall be used both for internal and external assessments. Any producer or producer group opting for IndG.A.P. needs to comply with Annex A of Section 3. If a group of farmers join to seek a group certification, they need to comply with requirements stipulated in Section 4A. A plan for the same shall be drawn along with the evaluator's details for information and declaration of CoI from auditee and others.

4.2.2. Pre-assessment

4.2.2.1. The applicant may seek a pre-assessment, which is not mandatory, during which the CB shall check the applicant's state of preparedness for the evaluation, and availability of competent personnel and adequate records of producers /farmer on CPCC.

4.2.2.2. Deficiencies observed with respect to the certification criteria during the pre-assessment shall be informed in writing to the applicant.

4.2.2.3. There shall be only one pre-assessment.

4.2.2.4. IndG.A.P. has both announced and unannounced audit programme

4.2.3. Initial evaluation

4.2.3.1. A single stage Initial evaluation shall be carried out by a competent evaluation team of the CB.

4.2.3.2. Initial Evaluation of the product and the processes at the site of the applicant shall be conducted on satisfactory fulfilment of all application requirements.

4.2.3.3. The CB shall communicate the composition of the team and duration of Initial Evaluation to the applicant for verifying any conflict of interest and any objections to the team composition by the applicant should be examined on merit.

4.2.3.4. If a producer or producer group uses the services of more than one CB, each CB shall conduct the respective inspections (Option 1) and QMS audit (Option 1 multisite with QMS or Option 2) independently. The transfer of the client

from one CB to other requires that the CB receiving CB shall request details of all information including details of NCs, sanction related to other project.

4.2.4. Assessment methodology

4.2.4.1. In order to achieve certification, a registered party shall perform either a self-assessment (Option 1 and Option 1 multisite without QMS) or internal inspections/audits (Option 1 multisite with QMS and Option 2) and receive inspections/audits by the chosen CB.

4.2.4.2. During any of these assessments, except the self-assessments, comments shall be supplied for all Critical and Major control points.

4.2.4.3. Option 1 – Single sites and multiple sites without QMS

This section is applicable to applicants that are single legal entities (individual producer or company) with single production sites or multiple production sites that are not separate legal entities and operated without the implementation of a QMS.

i. Self-assessment- The self-assessment shall:

a. Cover all registered production sites, products and processes under the certification scope to verify compliance with the requirements defined in the applicable control points

b. Be carried out by or under the responsibility of the producer

c. Be carried out at least annually before the initial or surveillance inspections against complete checklist of all scope(s) and sub scope (s) and registered areas in one go or in stages depending upon the crops. The completed checklist shall be available on site for review at all times.

d. Comments and positive findings during the self-assessment shall be recorded as described in the checklist. The self-assessment checklist shall contain comments of the evidences observed for all non-applicable and non-compliant control points.

ii. External inspection

a. The inspection (announced and unannounced) shall be carried out by a CB inspector or auditor. Annual regular inspections/audits and unannounced inspections/audits shall be carried out during 2 separate visits that shall be a minimum of 30 days apart from each other. When made available, the CB may use the checklist for unannounced inspections.

The inspection shall cover:

- All accepted products and production processes
- All registered production sites
- Each registered product handling unit
- Where relevant, the administrative sites

The CB shall inspect the complete checklist of applicable scope and sub scope:

- Announced inspections
  - ✓ Each applicant shall undergo one announced external inspection at the initial assessment and annually thereafter,
  - ✓ Inspections shall cover all acceptable products, all registered production locations and each registered product handling site
  - ✓ The CB may divide announced inspections (both initial and subsequent) into 2 modules, which shall be verified by the same auditor/inspector:
    - Off-site module: This consists of a desk review of documentation sent by the producer to the CB before the inspection.
    - On-site module: This consists of an on-site inspection of the remaining content of the checklist, the production process on-site, and verification of the information assessed off-site.
    - The reason why two modules are used is to reduce the time spent on-site, although the overall duration of the inspection is not reduced.
    - The CB offers both the off-site and on-site module to its clients, the use is to be mutually agreed and part of the process
    - The producer has the right not to send certain requested documents to the CB if they are considered to be confidential. In this case the information will have to be present during the on-site inspection.
  - External unannounced and surveillance inspections
  - ✓ The CB shall carry out unannounced surveillance Inspections of a minimum of additional 10% of all its producers the CB has certified under Option 1 (individual producer)
  - ✓ The selection of the 10 % shall not only take into account total numbers, but shall also be calculated and carried out based on risk assessment and considering factors such as geography, legislation (where several jurisdictions are covered by the CB), crop type, compliance history, etc.
  - ✓ The duration of unannounced inspections (Option 1) shall not be shorter than 2 hours.
  - ✓ The CB shall inspect the major and minor 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.
  - ✓ The CB will inform the certificate holder in advance of the intended visit. This notification will normally not exceed 48 hours. In the exceptional cases where it is impossible for the certificate holder to accept the proposed date (due to medical or other justifiable reasons), the certificate holder will receive one more chance to be informed of an unannounced surveillance inspection

or audit. The certificate holder shall receive a written warning if the first 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 suspension of all products will be issued.

- ✓ If a producer or producer group wishes to change to a new CB, the accepting CB shall as a first step for all applicants carry out a search in the INDG.A.P. website to verify the status before any further actions are taken. If a producer or producer group uses the services of more than one CB, each CB shall conduct the respective inspections (Option 1) and QMS audit (Option 1 multisite with QMS or Option 2) independently.
- ✓ the incoming CB has not seen the harvest season of all products included in the certification scope, an unannounced inspection (within the 10 % rule) shall be scheduled during the following 12 months, in order to inspect the harvest process of products not seen.
- ✓ The 10 % shall be calculated for a 12-month period. The number of unannounced inspections and audits per 12-month period shall reflect 10 % of the certificates issued without QMS included and with QMS included, respectively.
- ✓ The CB shall make sure that in the sampling for unannounced visits, those producers that did not receive a first inspection or the subsequent inspection during harvest have a greater chance of getting an unannounced inspection during the next harvest (this needs to be conveyed to the producer when discussing inspection timing). Additionally, the CB shall make every effort to carry out the subsequent inspection during harvest.

b. **Summary of assessments** - Assessments to be undertaken before certification is issued (option 1 Multisite without QMS initial evaluation) and annually thereafter (Surveillance evaluation):

Assessments	**Initial evaluation (first year) only)**	**Subsequent evaluations**
Self- assessment by producer needs to be done in various dates based on the availability of the standing corp(s) however, the self-assessment is a pre-requisite before visit of CB	Entire scope (All registered sites)	Entire scope (All registered sites)

Externally by the CB	Announced inspection of entire Scope (All registered sites)	1. Announced inspection of entire scope (All registered sites) 2.Unannounced inspection of (minimum 10% of the certificate holders)
		Announced QMS audit shall be undertaken at the central office/administrative center of the producer group or multisite company and at the central product handling facility/facilities. 2.a) If sanction from previous surveillance: Inspection of (minimum) square root of actual number of registered producers/production sites; or 2.b) If no sanction from previous surveillance: Inspection of (minimum) square root of actual number of registered producers/ production sites minus the number of producers/ production sites inspected during the previous surveillance inspection Second visit (surveillance) 3. Surveillance inspection of (minimum) 50 % square root of the actual number of certified producers/production sites.

4.2.4.4. Option 2 and option 1 Multisite with QMS

This section is applicable to groups and individuals with multiple sites who have implemented a QMS been taken into consideration by CB. The CB shall be responsible for the data submitted to IndG.A.P. sect. The applicant is responsible for ensuring that all producers and production sites under the certification scope comply with the certification requirements at all times.

The CB does not inspect all producers or production sites, but just a sample. Thus, it is not the responsibility of the CB to determine the compliance of each producer or production site (this responsibility rests with the applicant). The CB shall assess whether the applicant's internal controls are appropriate.

i. Internal assessment

a. The applicant shall undertake internal assessments of all producers and/or production sites, covering all products and processes under the certification scope to verify and ensure compliance with the certification requirements.
b. The internal assessment shall comply with the requirements determined in sections 4 and 5 and include:
   - A minimum of one internal audit of QMS shall be carried out by the internal auditor before the first CB audit and thereafter once annually
   - A minimum of one internal inspection of each registered producer production site and product handling facility (PHU) shall be carried out by internal inspectors before the first CB inspection and thereafter once annually.

ii. External Quality Management System (QMS) audit

a. The audit (announced and unannounced) shall be carried out by a CB auditor
b. The audit (announced and unannounced) shall be based on the QMS checklist.

➢ **QMS announced audit**

✓ The CB shall carry out one announced external audit of the QMS at the initial assessment and thereafter once annually,

➢ **QMS unannounced surveillance audits**

✓ The CB shall carry out additional QMS unannounced external audits on a minimum of 10% of the certified producer groups and multi-sites annually,

✓ Non-compliance detected shall be handled as in announced audit. Non-conformances will lead sanction applied to the whole group and multi-site

✓ The CB will inform the certificate holder of the visit. This notification will normally not exceed 48 hours in advance of the intended visit. In the exceptional case where it is impossible for the certificate holder to accept the proposed date (due to medical or other justifiable reasons), the certificate holder will receive one more chance to be informed of an unannounced surveillance inspection or audit. The certificate holder shall receive a written warning if the first 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 suspension of all products will be issued.

iii. External inspection

a. The CB inspector shall carry out the inspection
b. The CB shall inspect the complete checklist (Critical, Major and Minor) of the applicable scope(s) and sub-scope(s) during all inspections and give sufficient notes and comments to explain the on-ground situation.
c. The inspection per selected producer member or production site shall cover all accepted products, production processes and where relevant, the product handling units and administrative sites.
    - Initial Inspection: As a minimum the square root (or next whole number rounded upwards if there are any decimals) of the total number of the producers/production sites in the certification scope shall be inspected before a certificate can be issued. During the validity period of the certificate, the surveillance inspection of (minimum) 50 % square root of certified producers/production sites shall be carried out. Certification bodies if required, based on risk perceived, increase the verification rate of the total numbers of registered producers/production sites. The producer group/company has the right to appeal such a decision. The reasons for an increase could arise from any of the following:
        - ✓ Failure to comply with significant QMS and/or product handling requirements affecting the producer members' compliance
        - ✓ Customer complaints; e.g., illegal pesticide residue detection, MRL exceedance etc.
        - ✓ Significant inconsistencies between the internal audit/inspection reports and the CB inspection/audit findings
        - ✓ The possible need to determine if the NC is structural or not
        - ✓ Large Number of products/Multi crops (to cover more crops)

d. The document will be shared with the entity before the audit and will be considered while defining the certification scope. Scope of the inspection/audit: company, site, PHU, and product information shall be as per the products, production area/quantity, sites/members, country of destination, handling, and harvest included or excluded, product handling takes place in-field or in a facility or in both product attributes (PP/PO, covered/non-covered, first or further harvest).. The number of producers thus arrived, shall be inspected before a new certificate can be issued (Initial certification or inspection by a new CB)

e. The CB shall maintain and make publicly available accurate information describing its certification processes for granting, maintaining, extending, renewing, reducing, suspending or withdrawing certification, and geographical areas in which it operates. The audit (announced and unannounced) shall be carried out by a CB auditor.

f. The audit (announced and unannounced) shall be based on the QMS checklist.

- **QMS announced audit**
  - ✓ The CB shall carry out one announced external audit of the QMS at the initial assessment and thereafter once annually,
  - ✓ The CB may divide the announced audits into 2 modules, which shall be verified by the same auditor:
    - Off-site module: This consists of a desk review of documentation sent by the QMS to the CB before the audit, including internal audit, internal register of approved producer members/production sites, 'Food Safety Policy Declaration', risk assessments, procedures required in the General Regulations Part II, residue monitoring system (frequency, parameters, sampling program), residue analysis reports, licenses, list of medicines used, list of plant protection products used, proof of lab accreditation and certificates or inspection reports of subcontracted activities, etc.
    - On-site module: This consists of an on-site audit of the remaining content of the QMS checklist, plus the verification of the information assessed off-site and the way the management system works on-site (e.g. internal inspections, traceability, segregation and mass balance, central product handling units, etc.).
    - The aim of the use of both modules is to reduce the time spent on-site, although the overall duration of the audit will not be reduced. The findings of the inspection will be signed by both the applicant and CB.
    - The CB decides if it will offer the off-site module to its clients. In case the CB offers the off-site module to its clients, the use has to be mutually agreed with each producer group/company.
    - The producer group/company has the right not to send certain requested documents to the CB if they are considered to be confidential. In this case the information will have to be present during the on-site audit.

- **QMS unannounced surveillance audits**
  - ✓ The CB shall carry out additional QMS unannounced audits for a minimum of 10 % of the certified producer groups and multisite with QMS annually.
  - ✓ Any non-compliance detected shall be handled as in announced audit. Non- conformances will lead sanction applied to the whole group and multi-site
  - ✓ The CB may inform the certificate holder. This notification will normally not exceed 48 hours (2 working days) in advance of the intended visit. In the exceptional case where it is impossible for the certificate holder to accept the proposed date (due to medical or other justifiable reasons), the certificate holder will receive one more chance to be informed of an unannounced surveillance inspection. The certificate holder shall receive a written warning if the first date has not been accepted. The certificate holder 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.

g. The evaluation process shall require at least 6-8 hours commiserating to the size of the project. It shall be structure with an opening and closing meeting that will review all documentation, evaluate all records including review of the internal audits, inspections carried, verify the mass balance. This shall include the verification of the competency of the internal inspectors, auditor qualification and can check re-evaluate files evaluated in the past. This shall be validated and part of the yearly management review.

h. As part of the QMS audit, the results of the external and internal audits and inspections shall be compared to assess whether the applicant's internal controls are appropriate.

i. The final audit report and result can only be concluded after both the QMS and the minimum sample of producer members/production sites are evaluated. The audit report shall consist of list of non-compliances, non-conformances and follow up actions. This includes a summary of finding of each clause along with the objective evidence which shall be documented in format of CB with consent of the auditee with information of closure of the NCs as per the categorization. The evidence may also include documents or photographs as means of compliance.

j. Initial inspection shall include at least square root of the total central produce handling units and if there is only one Produce handling unit it shall be inspected every year.

iv. Surveillance producer inspection:

- The CB shall carry out announced external inspections to each producer group and multi-site annually. The minimum number of producers to be inspected per certificate holder depends on the outcome of the previous unannounced inspections and QMS audit.

- The number of producers/sites to be inspected during a cycle shall be equivalent to the square root of the current number of producers/sites grouped by the same type of activities and producers added based on the risk-based assessment. Half (50 %) of the square root of the producers/production sites shall be inspected during the surveillance inspections.

- The inspections may be split into 2 separate visits during the certification cycle, with the aim of increasing the reliability of the system: Re-certification audit and Surveillance producer inspections. This does not reduce the minimum number of inspections necessary during the certification cycle (12 months).
  The inspections may be split into two: 50% shall be inspected unannounced during the validity period of a certificate (12 months), and the other 50% during the announced surveillance inspection.

- Only if the producers inspected externally have no sanctions raised in that surveillance inspection, the following regular announced inspection by the CB will

be reduced to the square root of the current number of the producers/PMUs minus the number of producers/PMUs inspected unannounced

- Before a certification decision can be made, square root of total numbers of current producer member and/ PMUs shall have been inspected during the last 12 months.

v. Summary of assessments

Assessments to be undertaken before certification is issued (initial evaluation) and annually thereafter (Surveillance evaluation):

Assessments	Initial evaluation (In the first year)	Subsequent evaluations
Internally by producer group and option 1 multisite operation with QMS	1. Internal QMS audit 2. Internal inspection of each producer and/or PMU	1. Internal QMS audit 2. Internal inspection of each producer and/or PMU 3. The evaluation process of the requirements included in General Regulations Part II shall take at least 6 to 8 hours, depending on the size of the project.
Externally by the CB	1. Announced QMS audit + square root of the total number of central PMUs while in operation 2. Announced inspection to (minimum) square root of producer member and/or PMUs and additional producers as a result of risk assessment undertaken by CB 3. Unannounced inspection to (minimum) 50% of square root of producers and /or PMUs	1. Announced QMS audit will be carried out only by auditors that have done a QMS auditor training 2. Unannounced QMS audit to 10% of certificate holders that shall be carried out per scope. CBs with only one Option 2 certified producer group shall perform an unannounced QMS audit at least every 2 years. The requirement of auditor is similar to announced QMS audits. 3. Announced inspection to (minimum) square root of actual number of producer and/or PMUs minus the number inspected unannounced during previous cycle. 4. Unannounced inspection to (minimum) 50% of square root of actual number of producers and/or PMUs.

4.2.5. Inspection timings

4.2.5.1. Initial (first) inspections

i. The inspection of a farmer/producer takes place after registration with the CB depending on the produce to be inspected. The ideal timing for evaluation of all control criteria shall be during harvest time when sufficient records/evidence is available, especially to facilitate verification of the control points related to harvest.
ii. Alternative timing options may be followed where evaluation during harvest time is not possible. The first inspection therefore takes place before or after harvest. In these cases, the justification for alternative timings shall be recorded in the audit report. Justification for alternative timing may be logistics and time.

Note: Constraints of producer and/or inspector, variation in harvest dates etc., perennial crop not yet producing mature produce, etc. Additionally, following constraints may be accepted by the CB:

a. Practically, inspection of records and visual evidence requires that the evaluation must take place as close to harvest as possible, for the inspectors to verify as many control points as possible.
b. If inspection is made before harvest, it is not possible to inspect certain control points which either be covered by a follow up visit or documentary proof submitted by producer.
c. If harvest has already taken place at the time of inspection, producer shall retain evidence for compliance of control points related to that harvest,
d. The CB shall make sure that in the sampling of unannounced visits, those producers that did not receive a first inspection or recertification inspection during harvest have greater chance of getting unannounced inspection during the next harvest. Additionally, the CB must make every effort to carry out subsequent inspection during harvest.

iii. No inspection can take place until the CB has accepted the applicant's registration.
iv. Each production process for products registered and accepted for certification for the first time shall be completely assessed (all applicable control points shall be verified), prior to issuing the certificate.
v. A product that has not yet been harvested shall not be included in the certificate (i.e. it is not possible to certify a product in the future).
vi. It is possible to add a new product to an already existing certificate during an unannounced inspection (Option 1 without QMS) or during a surveillance inspection (Option 2/Option 1 with QMS and sampling, provided all applicable control points for this product are verified).
vii. The applicant shall have records from the registration date onwards or for at least 3 months before the first inspection takes place, whichever is longer, and the CB shall inspect them.

viii. Products that are harvested/processed before registration with IndG.A.P. cannot be certified.
ix. Records that relate to harvest or product handling before the producer has registered with IndG.A.P. are not valid.

4.2.5.2. First Inspection Timing for Multiple produce Certification

i. The producer may be seeking certification for more than one produce, and the produce may not all have the same seasonal timing, i.e. harvest of one produce does not necessarily coincide with the harvest of other produce.
ii. Where the produce to be included in the certification scope are concurrent, i.e., harvested at the same time, then the first evaluation will be timed so that at least one crop can be evaluated at harvest, making an assumption that the other crops getting ready for harvest will be compliant to the same degree.
   a. Where the crops to be included in the certification scope are consecutive, i.e., the production of one crop finalizes before the production of the next one commences, then in the first year a full evaluation of the first crop must be made during harvesting. Subsequent crops grown in that same first year can be added to the certificate only when compliance has been verified for each crop, either through a site inspection at harvest of each crop or through data collection and discussion with the applicant.
   b. The sample size of the following regular announced audit by the CB may be reduced to the square root of the current number of the producers/production sites minus the number of producers/production sites inspected during the previous surveillance inspections as long as the following prerequisites are met:
      • The sample shall cover all products registered for certification that they grow, all types of production and related sub-scope are included
      • There is no non-conformances detected on the day of the producer/production site surveillance inspections
      • The result of the QMS audit does not raise doubts about the robustness of the system.
   c. Before a certification decision can be made, at least the square root of the total number of current producers/production sites shall have been inspected during the last 12 months.
   d. CBs may take the decision to increase the sample during surveillance inspections if there is a need to investigate whether a non-compliance is structural or not.

Note- Crop grouping: - low risk produce (always cooked before eating, always cleaned before eating, dry nuts, produce with inedible skin/shells and produce where pathogens will not grow easily and produce with no known incidence of food safety. All other produce is under high risk also which involves ice or water for harvesting on field packing

4.2.5.3. Subsequent Inspections

i. Each production process for products registered and accepted for certification shall be completely assessed (all applicable control points shall

be verified) annually prior to issuing the certificate. This also applies if the producers change CBs.

ii. The subsequent inspection can be carried out at any time during an "inspection window" that extends over a period of 8 months: from 4 months before the original expiry date of the certificate, and (only if the CB extends the certificate validity in the IndG.A.P. registry) up to 4 months after the original expiry date of the certificate.

iii. There shall be a minimum period of 6 months between 2 inspections for re-certification.

4.3. Certification process

4.3.1. The team shall witness the processes covering as many CPCC as possible during evaluation of the applicant. Any nonconformity observed during evaluation with respect to the conformance criteria shall be informed in writing to the applicant for taking necessary action.

4.3.2. Compliance levels for certification

4.3.2.1. The producer is required to comply with three types of compliance criteria set out in the GAP standard. These are Critical, Major and minor, which must be fulfilled in all respects before certification. In the case of Minor, one of three types of control points within the IndG.A.P. standards. All Minor control points shall be inspected during the self-assessments / Internal Inspection and external announced inspections but there is no compulsion for successfully meeting Minor. this means the number of non-compliance of minor clauses will not affect the outcome of certification

4.3.2.2. Compliance is indicated with a "Yes" (for compliant), "No" (for not compliant) on the checklist. The producer needs to undertake a self-assessment as indicated in Annex A of Section 3 to ensure compliance to the requirement of the IndG.A.P.. Evidence/comments should be provided for each control criteria- these shall enable the audit trail to be reviewed after the event, be it self or external evaluation and will include details of references taken during the evaluation. It is, however, obligatory to give evidence/comments for all the critical and major compliance criteria inspected in all external evaluation, self-assessments, and internal evaluation.

4.3.2.3. The level of compliance shall be established based on the following:
Critical - 100% compliance of all applicable critical control points
Major - 95% compliance of all major control points is compulsory
Minor - No minimum percentage compliance required

a. The calculation method to find out the percentage of major control point non-compliance is number of non-complaint Major control points / total number of applicable Major control points X 100
   i. This shall be 5% or below if anything above 5% will lead to non-conformance
   ii. The total applicable Major control points = total number of Major – number of not applicable Major

b. The calculation method to find out the percentage of major control point compliance is number of complaint Major control points / total number of applicable Major control points X 100
    i. This shall be 95% or above if anything below 95% will lead to non-conformance
c. Note:- counting has to be done will all applicable modules together.
d. The percentage compliance can never be rounded up for Eg: - 94.8 % compliance can not be rounded up to 95 %.
e. The calculation of either percentage non-compliance or compliance shall be available after inspection

4.3.2.4. CB shall maintain records of all certification activities- application registration, documents provided by applicant, on site evaluation report and evaluation and review of reports for grant of certification.

4.3.2.5. Self-assessment quality assurance (applicable Option 1 without QMS)

The individual producer/farmer shall carry out a self-assessment at least once a year. This self-assessment will be carried out under the responsibility of the producer/organization.

The self-assessment shall be against the complete checklist (Critical, Major and Minor) of the applicable scope(s). The completed checklist shall be available on site for review by the inspector during the CB evaluation.

The self-assessment is an activity different from internal assessment which is mandatory in case of Option 2 which also has QMS as a requirement.

4.3.3. Grant of Certification

4.3.3.1. The CB shall grant certification a paper certificate or e-format after ensuring:
i. complete compliance to the Certification Criteria based on evaluation reports resulting in positive certification decision,
ii. certification scheme requirements, and
iii. satisfactory resolution of nonconformities raised.

There shall be no conditional grant of certification.

4.3.3.2. On grant of certification, the CB shall inform the farmer/organization and issue a Certificate, uniquely identified, to the farmer/organization indicating the names of the produce certified, the certification criteria against which the certification has been awarded, effective date, validity date, and the name and address of the farmer /organization site where certified as a minimum.

4.3.3.3. No Brand names shall be mentioned on the Certificate document or any other document intimating grant of certification.

4.3.3.4. The effective date of certification shall not be before the date of decision to grant the certification to the farmer/organization.

4.3.3.5. The certificate for produce certification shall be for a period of 1 years from the date of decision to grant the produce certification.

4.3.3.6. The CB shall make the certification decision within a maximum of 28 calendar days after closure of any outstanding non-conformances. In case no non-conformances are detected during the inspection/audit, it means that the CB shall make the decision no later than 28 days after the end of the inspection/audit.

4.3.3.7. Any complaints or appeals against CBs follow the CB's own complaints and appeals procedure, which each CB shall have and communicate to its clients. In case the CB does not respond adequately, the complaint can be addressed to the IndG.A.P. Secretariat.

4.3.4. Scope of certification

4.3.4.1. The product scope is linked to the location where that product is produced. Certificate is issued to the registered producer/organization, on the farms where the products are produced and for the products declared. The legal entity of the places certified must be declared by the certificate holder.

4.3.4.2. The entire production process of the declared and registered produce must comply with requirements. Certified locations cannot be separated into growing areas or handling facilities that are certified and other growing areas or handling facilities of the same product that are excluded from certification.

4.3.5. Non-Compliance and Non-Conformance

4.3.5.1. Non-compliance (with a control point): A Major or Minor in the IndG.A.P. checklist is not fulfilled according to the compliance criterion.

4.3.5.2. Non-conformance (with the IndG.A.P. certification rules): A IndG.A.P. rule that is necessary for obtaining the certificate (see 6.2) is infringed (e.g. non-compliance with one or more Criticals, or more than 5 % of applicable Major).

4.3.5.3. Contractual non-conformances: Breach of any of the agreements signed in the contract between the CB and the producer related to IndG.A.P. issues.

Case examples: Trading with a product that does not comply with legal requirements; false communication by the producer regarding IndG.A.P. certification, IndG.A.P. trademark misuse, payments not made in accordance with contractual conditions, etc.

4.3.5.4. All non-conformances shall be closed and compliance to be recorded before the certification. The status open non-conformance cannot be given to producer group members products.

4.3.6. Requirements to Achieve and Maintain IndG.A.P. Certification

4.3.6.1. The Control Points and Compliance Criteria document consist of 3 types of control points: Critical, Major and Minor.

4.3.6.2. To obtain IndG.A.P. certification, the following are required:

a. Critical: 100 % compliance with all applicable Major and QMS control points is compulsory.
b. Major: 95 % compliance with all applicable Major control points is compulsory.
c. Minor: No minimum percentage of compliance required.

4.3.6.3. The producer shall comply with the agreements signed ('IndG.A.P. Sublicense and Certification Agreement' and CB service agreement in their current version) and with the requirements defined in the Certification Criteria in their current version.

4.3.6.4. Applicable Control Points

a. The control points to be taken into consideration to calculate the percentage of compliance for Critical and Major depend on the product and certification scope. The applicant shall ensure that each individual site and product complies with the certification requirements. Thus, the compliance percentage shall be calculated taking into account all the control points applicable to each site and product.
b. In a multisite operation without QMS, the compliance level is calculated for the entire operation in one checklist. Any applicable control point common to all sites needs to be taken into account for all sites.
c. In a multisite operation with QMS, the compliance level is calculated per sampled production site. Each production site shall comply with the certification requirements. Any applicable control point common to all sites (e.g. central chemical storage) needs to be taken into account for all sites.
d. In a producer group, the compliance level is calculated per sampled producer. Each producer member shall comply with the certification requirements. Any applicable control point common to all producers (e.g. central chemical storage) needs to be taken into account for all producers.

4.3.7. Sanctions

4.3.7.1. If non-conformance is detected, the CB shall apply a sanction (warning, suspension, or cancellation) as indicated in this section. The sanction stays and will not run out with the cycle if the non-conformance is not closed.

4.3.7.2. If a clear link has been established between a producer and public health outbreak by a reputable governmental regulatory authority, suspension of the certification shall be imposed while a review of the producer's certification is performed.

4.3.7.3. Producers cannot change CB until the non-conformance that led to the respective sanction is satisfactorily closed.

4.3.7.4. ONLY the CB or the producer group that has issued the sanction is entitled to lift it, provided there is sufficient and timely evidence of corrective action (either through a follow-up visit or other written or visual evidence).

4.3.7.5. WARNING

a. A warning is issued for all types of non-conformance detected (i.e. non-conformance with any of the Scheme requirement).
b. A warning is issued for all types of non-conformance detected (i.e. non-conformance with any of the Scheme requirement).
c. Initial inspection:
   - If the cause of the warning is not resolved within three (3) months, a complete inspection shall be performed before a certificate can be issued.
d. Subsequent inspection:
   - Non-conformances shall be closed within 28 calendar days.
   - In the event of non-conformances with contracts, the Certification Requirements, or a Critical NC, the CB shall decide what period is given to the producer for closing the non-conformance before suspending the certificate. This period shall never exceed 28 days and may be shortened according to the criticality of the non-conformance in terms of safety of workers, environment and consumers. An immediate suspension shall be issued where a serious threat to food safety, the safety of workers, the environment, consumers, and/or product integrity (i.e., sale of non-certified products as certified) is present. This will be communicated via an official warning letter.

4.3.7.6. PRODUCT SUSPENSION

a. If the cause of the warning is not resolved within the defined period (maximum of 28 days), a suspension shall be imposed by the CB or the producer group on its members immediately.
b. CBs can lift product suspensions imposed on producers and producer groups issued by them.
c. Producer groups can lift product suspension on their accepted producer members issued by them.
d. A suspension can be applied to one, several, or all of the products covered by the certificate.
e. A product cannot be partially suspended for an individual producer (single or multisite), i.e., the entire product shall be suspended
f. When the suspension is applied, the CB/producer group shall set the period allowed for correction (not longer than 12 months).
g. During the period of suspension, the producer is prohibited from using the IndG.A.P. logo/trademark, license/certificate, or any other type of document that is in any way linked to IndG.A.P. in relation to the suspended product.
h. If a producer notifies the CB that the non-conformance is resolved before the defined period, the respective sanction can be lifted, after evaluation of evidence provided by the producer. This evaluation may take place on- or off-site. If done through an on-site inspection, announced or unannounced, it may be a full inspection or evaluating only the submitted evidence.

i. If the cause of the suspension is not resolved within the defined period, a cancellation is imposed.
j. The suspension remains as long as the CB or producer group does not lift it or impose a cancellation.

k. **Self-declared Product Suspension:**

- A producer or producer group may voluntarily ask the respective CB(s) for a suspension of one, several or all of the products covered by the certificate (unless a CB has already imposed a sanction). This can occur if the producer experiences difficulty with compliance to the standard and needs time to close any non-conformance.
- This suspension will not delay the renewal date, nor will it allow the producer to avoid paying registration and other applicable fees.
- The deadline for closing non-conformance is set by the declaring producer/producer group, which shall be agreed upon with the respective CB(s).
- The same applies for members of a producer group who may voluntarily ask the respective group to temporarily suspend their product(s). Here too, the deadline for rectifying non-conformance is set by the declaring producer, which shall be agreed upon with the respective producer group QMS.

4.3.7.7. Cancellation

a. A cancellation of the contract shall be issued where:

- The CB finds evidence of fraud and/or lack of trust to comply with GLOBALG.A.P. requirements or
- A producer/producer group cannot show evidence of implementation of effective corrective action before the suspension period set by the CB/producer group has elapsed

b. A cancellation of the contract results in the total prohibition (all products, all sites) of the use of the IndG.A.P.. logo/trademark, license/certificate, or any device or document that may be linked to IndG.A.P.
c. Producers that have received a cancellation shall not be accepted for IndG.A.P. certification within 12 months of the date of cancellation.

4.3.8. Notification and Appeals

4.3.8.1. The producer shall either resolve the non-conformances communicated or appeal to the CB in writing within 5 days against the non-conformances, explaining the reasons for the appeal.

4.3.8.2. If the non-conformances are not resolved within the permitted period, the sanction will be escalated.

4.3.9. Sanctioning of Certification Bodies

4.3.9.1. IndG.A.P. reserves the right to sanction CBs based on evidence of not following procedures or clauses of the 'IndG.A.P. License and Certification Agreement' signed between IndG.A.P. and the CB (refer to Requirement of CB).

4.3.10. IndG.A.P. Certificate and Certification Cycle

4.3.10.1. The IndG.A.P. certificate can only be issued to the applicant legal entity and only after all NCs have been resolved.

4.3.10.2. The name of the trader could optionally be mentioned on the certificate only with the following disclaimer: ‘’Can be exclusively traded through XYZ’’.

4.3.10.3. A certificate is not transferable from one legal entity to another when production sites change legal entity. In this case, a complete inspection following the rules for subsequent inspections is required. The new legal entity shall receive a new UIN.

4.3.10.4. The certification cycle is 12 months subject to any sanctions and extensions in accordance with the scope described.

4.3.10.5. Certificate Information:

a. The paper certificate issued by a CB shall conform to the available templates of IndG.A.P. The format may be different, but it shall include all relevant information.
b. The paper certificate shall match the information available in the IndG.A.P. registry for that UIN at the time of issuing.
c. The scope of certification shall be clearly defined in the certificate and shall have reference to the current version.
d. Date of certification decision: Date when the CB makes the certification decision after all non-conformances are closed.
e. Valid from:
    - Initial certification: The initial date of validity is the date on which the CB makes the certification decision
    - Subsequent certifications: The “valid from” date for subsequent certificates issued shall always revert to the “valid from” date in the original certificate, except when the certification decision is made after the expiration of the previous certificate. In this case the “valid from” date shall coincide with the date of certification decision.
    - If a new product is added during the validity of a certificate, the certification cycle (valid from-valid to) is kept as it was. If the CB wants to indicate that the newly added products are certified and added later than the original ‘’valid from’’, there is a possibility to add the individual "valid from" of each product on the paper certificate.
f. Valid to:
    - Initial certification: Date valid from plus 1 year minus 1 day. The CB may shorten the certification cycle and the validity but cannot prolong it.
    - Date, time, and inspection duration of all evaluation both off-site and on-site modules of each audit shall be recorded by the evaluator. Sufficient time will be allocated to the inspection to cover all relevant clauses pertaining to the said activity.

- Subsequent certifications: The validity date for subsequent certificates issued shall always revert to the “valid to” date on the original certificate.

g. If a producer is certified for different products by different CBs, certificates may have different certification cycles (valid from – valid to).

4.3.10.6. Extension of Certificate Validity

a. The validity may be extended beyond the 12 months (for a maximum period of 4 months) only if there is a valid reason, which has to be recorded. Here are the only reasons that are considered to be valid:
   - The CB wants to schedule the on-site inspection/audit after the certificate has expired in order to observe a certain part of the production process, because it has not been seen in the previous inspection/audit, because it is considered to be a high-risk process in terms of product safety or to be able to see a newly added product, process or a new or particular member of a producer group.
   - The CB needs to be able to extend some certificates because of resource restraints.
   - The CB was not able to conduct the on-site inspection/audit and/or the producer was not able to receive the CB inspection audit due to circumstances beyond its control (force majeure) e.g., natural disaster, political instability in the region, epidemic, or unavailability of the producer due to medical reasons.

b. Upon the producer’s request, the CB (which issued the extended certificate) re-accepts the product in the IndG.A.P. Database for a full next cycle within the original validity period of the certificate.
c. The full registration fee shall be paid for the next cycle
d. The producer shall be re-inspected during that extension period.
e. The producer cannot change the CB in the cycle subsequent to the one for which the extension was granted.
f. If a certificate that was not extended and not "re-accepted" expires and the subsequent inspection (to be performed by the same CB) is going to take place in less than 12 months after the expiration date, a new certification cycle should start. The old cycle can be reinstated by setting the same “valid to” date as before. The cycle remains the same if the certificate was extended. However, the CB shall apply the rules for initial (first) inspection if the certificate expired for more than 12 months.

4.3.10.7. Maintenance of IndG.A.P. Certification

a. The registration of the producer and the proposed products for the relevant scopes shall be confirmed with the CB annually before the expiry date, following all conditions already explained in sections 4.2 and 4.3.

b. The inspector shall complete the entire checklist and the verification process annually.

4.4. Surveillance Evaluation

4.4.1. Surveillance evaluations of the certified sites shall be carried out at least once a year, ensuring that the gap between two surveillance evaluations does not exceed one year. The CB may allow a grace period of one month based on valid grounds beyond which delays shall lead to suspension of the certificate. The surveillance should be timed around harvest time of some crop under certification

4.4.2. The full checklist and verification process shall be completed by the inspector annually. There must be at least one produce registered in the field or in the storage evaluated to give the CB confidence that any other registered crops not present at that time, are handled in compliance with the standard.

4.4.3. The CB shall ensure coverage of the entire CPCC checklist (Annex A of Section 3) for IndG.A.P. so that operations and their controls are witnessed during the evaluation. Surveillance planning must keep in view the crop maturity timings to coincide visit with harvest time as for as possible.

4.4.4. In case where the farmer/organization is certified to a number of produces of different types under the same certificate, CB shall plan for surveillance evaluation with a view to covering as much of the entire range of produce during the certification period.

4.4.5. During the surveillance evaluation, the inspector shall as a minimum check and report on the following:

- **4.4.5.1.** Status of compliance to the requirements of the certification criteria,
- **4.4.5.2.** Internal self-assessment reports,
- **4.4.5.3.** Handling and disposal of nonconforming products,
- **4.4.5.4.** Actions taken on nonconformities observed during the previous evaluation,
- **4.4.5.5.** Redressal of complaints, if any,
- **4.4.5.6.** Information on production of produce and the names of consignees to whom certified produce have been supplied.

4.4.6. If any nonconformity is observed, the same shall be categorized as either a Critical, Major or Minor. The nonconformity report shall be provided to the client in writing, generally on site, for correction and corrective action. Details of the same shall be reported in the Surveillance evaluation report.

4.4.7. The CB may increase the frequency of surveillances with duly recorded justification for reasons like investigation of complaints, any doubts about continuing adherence to standards prescribed etc.

4.4.8. If the surveillance evaluation results in an infructuous visit due to any reason, the CB shall conduct another surveillance evaluation. Such additional evaluations may be charged to the certified unit as decided by the CB.

4.5. Suspension of certification

4.5.1. The CB shall issue due notice of at least one week for suspension of certification to the unit. In case of serious failures, the notice may not be required.

4.5.2. A Suspension is issued when:

4.5.2.1. Unsatisfactory performance during two consecutive Surveillance evaluations on account of any of these aspects is observed

4.5.2.2. A suspension may also be issued to the producer who voluntarily asks for it, for some (partial) or all (complete) of his products

4.5.3. After the Suspension is issued, a time period allowed for correction and corrective action will be set by the CB not exceeding 6 months. If the suspension is voluntary, the period for corrections and corrective actions is set by the producer/organization, which must be agreed upon with the CB, but not exceed 6 months.

4.5.4. During the period of suspension, the producer shall be prevented from using the logo/trademark, License/certificate or any other type of document that has any relation to certification.

4.5.5. The producer/organization shall be advised to undertake a root cause analysis and identify the necessary corrective actions for resolving the same.

4.5.6. The CB shall revoke suspension only when corrective actions have been taken and verified by the CB.

4.5.7. Suspension shall not exceed a period of six months. If the cause of the Suspension is not resolved within the time period set, the certification shall be cancelled.

4.6. Cancellation of certification

4.6.1. A Cancellation shall be issued when:

4.6.1.1. A producer cannot show sufficient corrective action after Suspension has been issued and six months have elapsed,

4.6.1.2. A nonconformity in one scope leads to doubt about the integrity of the produce,

4.6.1.3. Major contractual nonconformities are detected.

4.6.1.4. Certified client contravenes the terms and conditions of certification and provisions of certification scheme like suspension of certificate, inadequate corrective actions, lack of compliance to criteria for Certification etc.

4.6.2. A Cancellation of the contract will result in the total prohibition of the use of the logo/trademark, License/certificate.

4.6.3. A producer that has had a cancellation applied may not re-submit for certification until 12 months after the date of Cancellation. If cancellation of certificate is due to non-payment of fees contractual non-compliance, then cannot re-apply until the payment is not cleared or an NOC from the CB which cancelled the certification.

4.6.4. The producer must either resolve the nonconformities communicated or appeal to the CB in writing against the nonconformities explaining the reasons for the appeal.

4.6.5. CB shall cancel the certification at the request of the certified client, if the operation(s) in the certified client's premises can no longer be carried due to

reasons of natural calamities such as flood, fire, earthquake etc., or closure of operations etc.

4.7. Recertification

4.7.1. The certificate shall be renewed at the end of every year

4.7.2. The CB shall inform the client about recertification at least four months prior to expiry of certificate validity period.

4.7.3. The certified farmer/producer shall apply for recertification in the prescribed format along with fee, if any prescribed by the CB at least 3 months before expiry of the certification.

4.7.4. The CB shall review the performance of the certified client who has sought recertification, with respect to compliance to certification criteria during the certification cycle prior to a decision on the recertification.

4.7.5. The review shall be based on:

- **4.7.5.1.** The evaluation reports,
- **4.7.5.2.** Handling and disposition of nonconforming products,
- **4.7.5.3.** Any suspension of certificate during the previous validity period,
- **4.7.5.4.** Corrective actions taken,
- **4.7.5.5.** Complaints, if any received, and
- **4.7.5.6.** Adverse information, if any.

4.7.6. Recertification shall be based on the satisfactory performance of the certified client.

4.7.7. There shall be no conditional recertification.

4.7.8. When performance of the certified client is not satisfactory, the CB shall withhold the recertification clearly stating the reasons and give time for effective corrective actions. After audit the re-certifications decisions shall be taken within 1 month after closure of any non-conformance if any.

4.7.9. The corrective actions shall be verified generally on site unless the CB can verify the same off site prior to considering for re-certification. If a producer notifies the CB that the non-conformance is resolved before the defined period, the respective sanction can be lifted, after evaluation of evidence provided by the producer. This evaluation may take place on- or off-site. If done through an on-site inspection, announced or unannounced, it may be a full inspection or evaluating only the submitted evidence.

4.7.10. The recertification shall be effective from the date of the expiry of the previous certificate and the intervening period shall be treated as period of suspension and clearly stated on the Certificate. The certified producer/organization shall not claim certification or use the Certification during this period.

4.7.11. In case the certified unit does not complete satisfactorily actions within one months after audit, the certificate shall stand expired from the date of expiry of previous validity.

4.7.12. If corrective action against non-conformance detected is not taken within one month it will lead to suspension of client and if the non-conformance is not closed within 3 months cancellation of certificate shall happen.

4.7.13. The evaluation shall be timed in such a manner that the agronomic activities/ Produce handling (not only storage) are going on and shall give CB the

confidence that all crops under certification are handled in compliance with certification requirement even if all the crop was not present during inspection. Off season or when minimal farm activities timings shall be avoided for inspections and at least one registered crop shall be present.

4.7.14. If produce handling is included it shall be inspected annually when produce handling is going on

4.8. Change of Ownership/Name

4.8.1. In the event of change of Ownership, the new owner farmer/producer shall submit proof of change of ownership. He shall also submit acceptance to the agreement for Certification with the CB regarding the operation and payment of fees. The same process shall be followed as and when an existing applicant undergoes a change in ownership. Such changes shall not call for a visit to the site.

4.8.2. In case of change of name, the applicant/certified client shall inform the change in the name to the CB supported with documentary evidence, and if satisfied the CB shall endorse the new name in the application/certificate.

4.8.3. This section is applicable to producers seeking IndG.A.P. certification for the first time, and to producers who want to add a new product to an already existing IndG.A.P. certificate. When a producer changes from one CB to another, or from IndG.A.P. Standard to an equivalent approved modified checklist or scheme (or the other way around), it is not considered a first inspection, but subsequent inspection.

4.9. Extension of scope

4.9.1. Extension of scope of certificate for inclusion of additional produce, varieties of the under the same certificate shall be done after ascertaining that the certified client has requisite resources required for the new produce/variety and technical skills as evaluated at harvest of that particular produce are available. It is possible to add a new product to an already existing certificate during an unannounced inspection (Option 1 without QMS) or during a surveillance inspection (Option 2/Option 1 with QMS and sampling, provided all applicable control points for this product are verified.

4.9.2. The extension of scope shall be clearly mentioned in the certificate document along with its date of inclusion for avoiding any misrepresentation or misinterpretation. Irrespective of the date of inclusion, the validity of the Certificate shall remain unchanged.

4.9.3. In case of option-2 certifications up to 10% producer members or site or area of production whichever is less may be added to the existing certificate without doing an external audit by the CB and for the subsequent unannounced surveillance this has to be considered in the calculation of square root of producers/production sites.

4.9.4. The two modules are used is to reduce the time spent on-site, although the overall duration of the inspection is not reduced as part of overall evaluation process. The same evaluator (auditor/inspector) can perform for both the module.

4.9.4.1. Off-site module: This consists of a desk review of documentation sent by the QMS to the CB before the audit, including internal audit, internal register of approved producer members/production sites etc.

4.9.4.2. IT could also be documents related to food safety, worker health and safety, risk assessments, residue monitoring system (frequency, parameters, sampling program), residue analysis reports, licenses, list of medicines used, list of plant protection products used, proof of lab accreditation and certificates or inspection reports of subcontracted activities, etc.

4.9.4.3. The off-site evaluation methodology shall be validated by the CB before putting it into practice and shall be part of the yearly management review.

4.9.4.4. The inspection of the off-site module shall be conducted no more than 4 weeks before the on-site module. It consists of a desk review of documentation sent by the producer to the CB before the on-site inspection. The CB shall schedule a date as deadline for the producer to submit the documents to be evaluated off-site. That date will also trigger the period of 28 days to conduct the on-site assessment.

4.9.4.5. In case non-conformances are found during the whole assessment process (off-site and on-site modules together), the countdown to the deadline for closing them begins with the on-site closing meeting.

4.9.4.6. This system does not reduce the overall inspection duration (see requirements regarding inspection duration in scope-specific rules), but it will allow more efficient use of time on-site. The duration of the on-site module shall never be shorter than 2 hours. The inspection shall be carried out with the use of the checklist.

4.9.5. There shall be an in-house trainer whose qualification will be similar to that of the auditor.

4.10. Certificate

4.10.1. The CB shall provide a certification document to the certified client that clearly conveys, or permits identification of:

4.10.1.1. the name and geographic location of the client,

4.10.1.2. the dates of granting, extending or renewing certification,

4.10.1.3. the expiry date or recertification due date consistent with the recertification cycle,

4.10.1.4. Unique Identification Number (UIN) is used to validate the certificate. It is made available via the identification of the final products with the producer, where the product originates from a certified process, which is an obligation for all producers registered for PP/PO and issued by the CB. There is a provision of documenting the Unique Identification No. (UIN) referencing each of the producer.

4.10.1.5. the certification criteria, including issue number and/or revision, against which the product(s) are certified,

4.10.1.6. the scope of certification with respect to product(s) as applicable at the identified site,

4.10.1.7. the name, address and certification mark of the CB; other marks (e.g., accreditation symbol) may be used provided they are not misleading or ambiguous,

4.10.1.8. any other information required by the certification criteria used for certification,

4.10.1.9. in the event of issuing any revised certification documents, a means to distinguish the revised documents from any prior obsolete documents

4.10.1.10. AB symbol accreditation mark: The accreditation body (AB) symbol/accreditation mark is placed on all accredited certificates in compliance with AB's rules. Exception: If the CB is approved, but not yet accredited, the following text shall appear instead of the AB symbol: "Certificate issued by IndG.A.P. approved certification body [company name], but not accredited pursuant to the IndG.A.P. scope according to ISO 17065 rules'' or only ''non-accredited certificate". The AB logo can only be used if the scope of the accreditation of the CB corresponds to the certified IndG.A.P. sub-scope.

4.10.1.11. No. of certification body: The number given by the accreditation body to the certification body shall be on all accredited certificates.

4.10.1.12. The paper certificate shall match the information available in the IndG.A.P. registry for that UIN at the time of issuing.

4.10.2. The effective date on a certification document shall not be before the date of the certification / recertification decision. The details of the produce/product shall be immediately update in CB data base before issuance of the certification.

4.10.3. The formal certification documentation shall include the signature of the individual(s) of the CB assigned such responsibility.

4.10.4. Any changes in the certified status of the produce under IndG.A.P. shall be communicated and updated in the CB database. The CB shall periodically report the status to the Scheme Owner.

4.11. Extension/ Reduction of Certificate

The validity of certificate may be extended for a period of maximum 4 months in circumstances where the CB is unable to conduct the audit/inspection on time due to the following reasons:

- Pandemic situations or flood or similar due to which CB unable sent their auditors/inspectors
- Lack of manpower due to unforeseen situations
- To see harvest of particular crop or delay of harvest.

Before extension of certificate CB has to ensure that the client has reapplied for continuity of certification. New producer members or new sites shall not be added to extended certificates.

Before extension of certificate CB has to ensure that the client has reapplied for continuity of certification. New producer members or new sites shall not be added to extended certificates

The validity of certificate may be reduced/shortened if the client has not applied for renewal and there is a risk of certificate being used for selling the produce from more than one harvest and growing season.

4.12. Fee

4.12.1. A fee shall be charged to the client for various activities of the scheme, without any discrimination between units, geographical location, size of the unit.

4.12.2. The CB's fee structure shall be publicly accessible and also be provided on request.

4.12.3. CB shall notify and obtain consent to its fee structure from the clients prior to grant of certification. As and when the fee undergoes a change, the same shall be communicated to all applicants and clients certified under this scheme of certification for their acceptance.

4.13. Integrity Program

4.13.1. Program assessments may count towards the number of unannounced inspections or audits per year. The CB shall carry out the follow-up of the non-conformances found during that IndG.A.P. Certification Integrity Program assessment.

4.13.2. In case the CB representative is present and accepts the assessment findings, the integrity assessor can decide that the CB can book this integrity assessment as an unannounced inspection/audit under the 10 % rule.

4.13.3. The information collected by IndG.A.P. regarding the CBs and their activities, including records of the Integrity Program and the complaint management system, is made available on the request to ABs for facilitating accreditation evaluation.

4.13.4. In case the Certification Integrity Program results show a low auditing level, the respective auditor shall repeat the QMS training.

4.13.5. Program assessments may count towards the number of unannounced inspections or audits per year. The CB shall carry out the follow-up of the non-conformances found during that Certification Integrity Program assessment.

4.13.6. The integrity program of IndG.A.P. shall have personnel from the PAD Division including some personnel from other Boards and Division for managing the activity. Assessment shall be signed by any of the personnel if the program.

4.13.7. The financial related to activities of this aspect shall be governed by the principle of penalizing the defaulter or else the SO will bear the cost of the activities including assessment carried out at producer's project.

4.13.8. The program shall advice the IndG.A.P. secretariat the findings of the assessment and fix responsibility.

4.13.9. IndG.A.P. Sectt. shall accordingly transmit the information to the AB, regulator and GLOBALG.A.P. (in case Benchmarked) within 10 working days from receiving the report. The response from the CB/produce shall also be shared with the AB, regulator and GLOBALG.A.P. (in case Benchmarked).

4.13.10. The program can accept request from the AB, regulator or any stakeholders that gives in writing the issue with evidence or qualified submissions for them to take action accordingly.

4.13.11. All activities shall be confidential and will be restricted on need-to-know basis.

4.13.12. The sanctions to the CB will be in line with the processes that has been established for the auditee.

4.13.13. The integrity program of IndG.A.P. shall have personnel from the PAD Division including some personnel from other Boards and Division for managing the activity.

4.13.14. The certification integrity program shall include two kinds of assessment which are office-based assessment and on-site assessment aimed at monitoring CB certification performance and CB inspection and audit performance.

4.13.15. Integrity Program shall review on case-to-case basis following appropriate mechanism as per the procedures of accreditation body on any of the deviations and the proceedings shall be reported and processed.

4.13.16. In accordance with ISO/IEC 17065, the IndG.A.P. approved CB shall be structured to ensure separation of activities that may cause a conflict of interest. All CB personnel shall operate at high levels of professional integrity, be free from commercial, financial or other pressures that might affect their judgment, and are expressly forbidden from promoting any goods or services during evaluation activities.

Section 5 Annexure 5A
Agreement for approved Certification Bodies (CBs) and Scheme Owner (SO)

AGREEMENT FOR THE OPERATION OF CERTIFICATION

This agreement is made as of (date) between the Quality Council of India (herein referred as QCI), having its principal office at New Delhi, India, which expression shall include its successor and assignees and the provisionally approved (PA)/ accredited certification body (Name of the Certification body) having its principal office at (address) hereinafter referred to as CB which expression shall include its successors and assignees.

1. INTRODUCTION

1.1 The Quality Council of India, a society registered under the Registration of Societies Act 1860 and operating under a Memorandum of Understanding signed by the representatives of Government of India and Indian Industry and caters to nation for assisting in design and development of conformity assessment Schemes that eventually leverages the accreditation mechanism for undertaking certification of management systems /product/process/service.

1.2 This Agreement sets out the relationship between QCI and the provisionally approved PA/ accredited CBs and the standards and conditions to be met by PA/ accredited CBs in the operation of certification.

1.3 Both QCI and provisionally approved PA/ accredited CBs expect and are expected to abide by the letter in spirit and intent of this Agreement.

1.4 CBs applying for PA/accreditation are expected to act as PA/ accredited CBs as part of complying with the requirements for PA/accreditation. The term “PA and accredited CB” is therefore deemed to also cover applicant CBs for the purposes of this agreement.

1.5 QCI shall retain the producer details until two certification cycle or as per the regulatory requirements whichever is more.

2. APPROVAL OF CERTIFICATION BODIES

2.1 Under the IndG.A.P. Scheme any CB that has either been provisionally approved (PA) by QCI and/or accredited by the AB is termed herewith as approved CB.

2.2 CBs offering management systems / product / process / service certification are provisionally approved against the relevant section of IndG.A.P. Scheme and/or accredited against the International Standards ISO/IEC 17065 using applicable IAF/APAC documents and/or publicly available QCI Accreditation Criteria and other applicable documents. Clarification notes are issued from time to time to amplify or explain issues of relevance to accredited certification.

2.3 QCI will apply the criteria for provisionally approval and seek NABCB support on accreditation consistently and will provide suitably qualified personnel for assessment and surveillance of applicant and CBs either by direct deployment of QCI’s own personnel or by sub-contract to any party approved by QCI.

2.4 A CB applying for PA/accreditation will undergo assessment by QCI to enable QCI’s assessors to determine the competence of the CB and its conformity with the standard(s) against which accreditation is sought. In the event where approval is granted, a

provisional approval letter and/or an accreditation certificate will be issued to the CB respectively.

2.5 A provisional approval is granted to CB with a request to them to get accredited preferably within one year of issuance of PA letter.

2.6 An accreditation certificate is granted for a defined period on condition that the accredited CB:

(a) complies with the terms of this Agreement

(b) demonstrates continuing conformity with the relevant standards and guidance

(c) demonstrates continuing competence within the scope of its accreditation

(d) give such undertakings as QCI may reasonably require

(e) pays such fees as are due to QCI

2.5 The scope of PA/accreditation is set out in the PA letter and schedule to the accreditation certificate, which QCI grants to each PA/accredited CB respectively.

2.6 QCI will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the CB may maintain its status. The frequency with which each CB is subject to surveillance will be determined by QCI with reference to the scope and scale of the PA/accredited activity of the CB and based on risk. QCI reserves the right to carry out additional or unscheduled surveillance or re-assessment visits at intervals other than those predetermined as it may reasonably require. A full reassessment will be undertaken by QCI as applicable.

2.7 If a CB fails to comply with the terms of this Agreement, or any undertakings given to QCI, the relevant accreditation criteria or the conditions for the use of the Scheme/ Accreditation Symbol of QCI, QCI may withdraw approval, reduce the scope, impose a moratorium on the issue of certificates or extensions to scope, require re-assessment or impose other sanctions as appropriate.

2.8 Additionally, QCI reserves the right to withdraw approval:

(a) if a CB, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or has a receiver for its business appointed, or

(b) if a CB fails in any respects to comply with the law of the land, or

(c) if a CB fails to comply with the conditions specified in the accreditation procedure.

(d) if there is evidence of fraudulent behaviour, or the CB intentionally provides false information or conceals information

(e) No response to communication received on furnishing of information

2.9 QCI charges may be reviewed periodically and are subject to alteration. CBs will be provided with an annual financial quotation for QCI's estimated charges for the following year based on QCI's assessment of the appropriate level of monitoring for that body (see

2.7 above).

2.10 All information gained by QCI and its personnel in QCI's direct dealing with CBs other than information already in the public domain will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the CB. Data will only be shared with other parties only after an explicit approval/authorisation from the respective producer/group. The same shall be informed during the on-boarding of the applicant wherein, they applicant (producer//group) will have the option to transfer the rights to the CB.

2.11 Approval should not be regarded as in any way changing the contractual responsibilities between the CB and its client. While approval is the indication of the integrity and competence of the accredited CB, it cannot be taken to constitute an undertaking by QCI that the accredited CB will maintain a particular level of performance.

2.12 The CB shall establish measures and procedures to prevent bribery and corruption at all levels of its organization.

3. CONDITIONS TO BE MET BY APPROVED CERTIFICATION BODIES

3.1 The approved CB shall offer QCI and its representatives such reasonable access and co-operation as necessary to enable QCI to monitor conformity with this Agreement and the relevant standard(s). The approved CB shall also use reasonable endeavours to provide access to QCI assessors and experts to its customers' premises to conduct assessment activities, as QCI shall reasonably require.

3.2 The approved CB shall:

(a) at all times comply with these terms of this Agreement and with the relevant Scheme standards, procedure and other related documents; Refusal to sign the document or any other notification within the stipulated timeline shall result in an non-conformance. This includes maintenance of provisional approval and accreditation or else the CB shall be non conforming to the requirements.

(b) commit to fulfil continually the requirements for approval set by QCI for the scopes for which approval is sought or granted including adapting to changes in the requirements for approval as and when communicated and shall also commit to provide evidence of fulfilment.

(c) afford such accommodation and cooperation as is necessary to enable QCI to verify fulfilment of requirements for approval. This applies to all locations where the certification activities take place.

(d) provide access to CB personnel, locations, equipment, information, documents and records as necessary to verify fulfilment of requirements for approval.

(e) arrange the witnessing of certification activities when requested by QCI at their client's place

(f) only claim that it is approved in respect of those activities which are the subject of the schedule of approval attached to the certificate issued to it by QCI from time to time and which are carried out in accordance with this Agreement and the relevant standard(s);

(g) use the Scheme logo of QCI only on those certificates (and schedules where

applicable) which fall within the scopes approved by QCI and commit to follow the QCI's policy for the use of the logo; this shall be issued without delay and after closure of the NCs.

(h) not issue any non approved product / process / services / management system certificates in scopes for which they are approved.

(i) pay to QCI any outstanding fees prior to approval and pay promptly all fees due to QCI, in accordance with the Fee Schedule issued by QCI from time to time;

(j) not use its approval in such a manner as to bring QCI into disrepute, and take appropriate steps to correct any statement or expression, which QCI considers to be misleading;

(k) upon the withdrawal of approval, however determined, discontinue forthwith its use of any reference to approval, withdraw all advertising matter which contains any reference thereto, return the certificate of approval, discontinue issue of approved certificates, and take such action with existing clients holding approved certification as QCI may require;

(l) make it clear in all contracts with its clients and in guidance documents that a certificate issued by it in no way implies that any product, process, service or management system certified is approved by QCI;

(m) ensure that approved certification shall not be used by itself or its clients for promotional or publicity purposes in any way that QCI considers to be misleading, and take such immediate steps as QCI may require to correct any such misleading use.

(n) have legally enforceable arrangements with their clients that commit the clients to provide, on request, access to QCI assessment teams to assess the conformity assessment body's performance when carrying out conformity assessment activities at the client's site;

(o) Provide, on demand, or during assessments all records/information relating to complaints, appeals and disputes related to certification

(p) shall inform at the time of application and subsequently, without delay, any significant changes relevant to its approval, in any aspect of its status or operation relating to:

(i) its legal, commercial, ownership or organizational status,
(ii) the organization, top management and key personnel,
(iii) main policies and procedures,
(iv) locations of its premises,
(v) personnel, equipment, facilities, working environment or other resources, where significant.
(vi) capability of certification or scope of approved activities, or conformity with the requirements in this Agreement or the relevant approval criteria.
(vii) the countries in which the CB operates from local offices, whatever the legal relationship of such offices with the CB
(viii) the countries into which approved certificates are issued directly by the CB or through sub-contractors
(ix) other such matters that can affect the ability of the CB to fulfil requirements for approval.

(q) shall assist in the investigation and resolution of any approval related complaints about itself, referred to it by QCI.

3.3 The approved CB may use in documents, brochures or advertising media, without variation, the phrases “a QCI approved CB listed under letter/registration number .....” and “listed in the QCI Register of CBs under letter/registration number .....”.

3.4 The approved CB shall inform QCI of any changes which it is planning and which bear on the approved CB’s conformity with this Agreement and the relevant standard(s) or otherwise affecting, or potentially affecting, the approved CB’s capability or scope of approval, as soon as possible, or, in any event, at least fourteen days prior to implementing any such change.

3.5 The approved CB will be given due notice of any proposed changes relating to this Agreement. The approved CB shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes. The approved CB shall notify QCI regarding the completion of such changes within the time fixed for such adjustments.

3.6 An approved CB wishing to relinquish its QCI approval shall give at least ninety days written notice to QCI of its intent, stating the arrangements made for protection of clients holding approved certification, settlement of QCI fees, and the return of the certificate of approval.

3.7 Any notice or other communication given or sent by QCI to an approved CB in connection with, or under, this Agreement, shall be deemed to be duly given or sent if despatched by registered / speed post or courier to the address of the approved CB last known to QCI and shall be deemed to be given at the time when the same would have been delivered in the ordinary course of post.

3.8 Financial arrangements between an approved CB and its client are not the responsibility of, and are not subject to the control of, QCI. However, information contained therein may be subject to audit by QCI.IN

3.9 If one of the CBs issues a sanction, all CBs operating with that producer or producer group have the obligation to communicate with each other, regarding the scope and, if appropriate, details of actions to be taken across all CBs. The same undertaking shall be done by the producers and the CB.

3.10 The communication between CBs shall include all relevant details, but the sanction issued shall be valid and all relevant CBs shall observe this. The CB shall establish and implement procedures for collecting data updates of the accepted producers, such as production site or product area changes and inclusion/de-listing of members within a producer group.

3.11 The CBs shall have process for on boarding of applicants coming from other CBs. They shall be transparent in giving all the required information as desired by the other CB in terms of the last audit report, NC listing and action taken, copy of certificate and any other documents that clarifies the status of the clients seeking transfer.

3.12 In case client moves from one CB to another, the CB transferring the client shall close the registration process before handing over all details including the UIN no. will be continued for the purpose of continuity and traceability.

4 APPEALS

4.1 Appeals will be considered only against an approval decision made by QCI. An approval decision is a decision by QCI to grant, suspend or withdraw approval or to grant or deny an extension to scope or reduce scope or reject application for grant of approval at any stage. Such a decision by QCI shall stand pending hearing of appeal if any.

4.2 Appeals in writing against a decision by QCI will be processed in accordance with the QCI Appeals Procedure. The Complaints and Appeals procedure is available on QCI website and is freely downloadable

5. COMPLAINTS

5.1 Any complaint against QCI or the approved CBs should be addressed to the Scheme Owner (QCI) in writing.

6. ASSIGNMENT

Except as otherwise agreed by the parties in writing, approval shall not be assigned.

7. LIABILITY

No representation, promise or warranty, express or implied, is or will be made or given as to the accuracy or completeness of any information, review, audit, or advice supplied, made or given by QCI (or any of its CEO, directors, employees or agents) in the course of providing services pursuant to this Agreement and no CEO, director, employee or agent of QCI is authorised (nor shall any such person be deemed to have been given any such authority) to make or give any such representation, promise or warranty, and any such representation, promise or warranty purported to be so made or given shall not be relied upon by the approved CB.

8. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

9 INDEMNITY

The approved CB undertakes to indemnify QCI against any losses suffered by or claims made against QCI as a result of misuse by the approved CB of any approval, or symbol granted by QCI as a result of any breach by the approved CB of the terms of this Agreement

10. CONDITIONS GOVERNING THE USE OF THE APPROVAL SYMBOL FOR USE BY CERTIFICATION BODIES

The approved CB may download the procedure *Conditions for use of QCI Scheme Approval Symbol and other claims of approval, IAF MLA Mark and ILAC MRA Mark* from QCI website and hereby agrees to comply with the same and to take all reasonable steps to ensure that compliance with these *conditions* is enforced amongst its customers of approved certification.

11. LAW

This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

12. ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to the arbitration of the Chairman QCI or to any other person to be nominated by him. The arbitration shall be held in the City of Delhi and shall be in accordance with the Arbitration and Conciliation Act, 1996.

13. TERMINATION

These arrangements shall continue in force unless and until terminated:

A) by either party upon 90 days written notice to the other.

B) immediately by decision of the Director, QCI, in accordance with QCI procedures as formally notified in advance of such a decision to the approved CB as governed by clause 2.8.

At the date of termination QCI's approval shall immediately cease to be valid but the approved CB will remain bound by the relevant conditions of this Agreement (i.e. clauses 2.10, 3.2(j, 9, 12).

14. THE PARTIES TO THE AGREEMENT

For the Approved CB	***For QCI***
Name: .....…….	
Address:	Address: Institution of Engineers Building Bahadur Shah Zafar Marg New Delhi - 110 002
Signed:	Signed: .....……..
Position:	Position: **Joint Director**
Name :..... (BLOCK CAPITALS)	Name: **C.S. Sharma** (BLOCK CAPITALS)
Date:	Date: .....

Section 5 Annexure 5A
Agreement for approved Certification Bodies (CBs) and Scheme Owner (SO)

AGREEMENT FOR THE OPERATION OF CERTIFICATION

This agreement is made as of (date) between the Quality Council of India (herein referred as QCI), having its principal office at New Delhi, India, which expression shall include its successor and assignees and the provisionally approved (PA)/ accredited certification body (Name of the Certification body) having its principal office at (address) hereinafter referred to as CB which expression shall include its successors and assignees.

1. INTRODUCTION

1.1 The Quality Council of India, a society registered under the Registration of Societies Act 1860 and operating under a Memorandum of Understanding signed by the representatives of Government of India and Indian Industry and caters to nation for assisting in design and development of conformity assessment Schemes that eventually leverages the accreditation mechanism for undertaking certification of management systems /product/process/service.

1.2 This Agreement sets out the relationship between QCI and the provisionally approved PA/ accredited CBs and the standards and conditions to be met by PA/ accredited CBs in the operation of certification.

1.3 Both QCI and provisionally approved PA/ accredited CBs expect and are expected to abide by the letter in spirit and intent of this Agreement.

1.4 CBs applying for PA/accreditation are expected to act as PA/ accredited CBs as part of complying with the requirements for PA/accreditation. The term “PA and accredited CB” is therefore deemed to also cover applicant CBs for the purposes of this agreement.

1.5 QCI shall retain the producer details until two certification cycle or as per the regulatory requirements whichever is more.

2. APPROVAL OF CERTIFICATION BODIES

2.1 Under the IndG.A.P. Scheme any CB that has either been provisionally approved (PA) by QCI and/or accredited by the AB is termed herewith as approved CB.

2.2 CBs offering management systems / product / process / service certification are provisionally approved against the relevant section of IndG.A.P. Scheme and/or accredited against the International Standards ISO/IEC 17065 using applicable IAF/APAC documents and/or publicly available QCI Accreditation Criteria and other applicable documents. Clarification notes are issued from time to time to amplify or explain issues of relevance to accredited certification.

2.3 QCI will apply the criteria for provisionally approval and seek NABCB support on accreditation consistently and will provide suitably qualified personnel for assessment and surveillance of applicant and CBs either by direct deployment of QCI’s own personnel or by sub-contract to any party approved by QCI.

2.4 A CB applying for PA/accreditation will undergo assessment by QCI to enable QCI’s assessors to determine the competence of the CB and its conformity with the standard(s) against which accreditation is sought. In the event where approval is granted, a

provisional approval letter and/or an accreditation certificate will be issued to the CB respectively.

2.5 A provisional approval is granted to CB with a request to them to get accredited preferably within one year of issuance of PA letter.

2.6 An accreditation certificate is granted for a defined period on condition that the accredited CB:

(a) complies with the terms of this Agreement

(b) demonstrates continuing conformity with the relevant standards and guidance

(c) demonstrates continuing competence within the scope of its accreditation

(d) give such undertakings as QCI may reasonably require

(e) pays such fees as are due to QCI

2.5 The scope of PA/accreditation is set out in the PA letter and schedule to the accreditation certificate, which QCI grants to each PA/accredited CB respectively.

2.6 QCI will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the CB may maintain its status. The frequency with which each CB is subject to surveillance will be determined by QCI with reference to the scope and scale of the PA/accredited activity of the CB and based on risk. QCI reserves the right to carry out additional or unscheduled surveillance or re-assessment visits at intervals other than those predetermined as it may reasonably require. A full reassessment will be undertaken by QCI as applicable.

2.7 If a CB fails to comply with the terms of this Agreement, or any undertakings given to QCI, the relevant accreditation criteria or the conditions for the use of the Scheme/ Accreditation Symbol of QCI, QCI may withdraw approval, reduce the scope, impose a moratorium on the issue of certificates or extensions to scope, require re-assessment or impose other sanctions as appropriate.

2.8 Additionally, QCI reserves the right to withdraw approval:

(a) if a CB, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or has a receiver for its business appointed, or

(b) if a CB fails in any respects to comply with the law of the land, or

(c) if a CB fails to comply with the conditions specified in the accreditation procedure.

(d) if there is evidence of fraudulent behaviour, or the CB intentionally provides false information or conceals information

(e) No response to communication received on furnishing of information

2.9 QCI charges may be reviewed periodically and are subject to alteration. CBs will be provided with an annual financial quotation for QCI's estimated charges for the following year based on QCI's assessment of the appropriate level of monitoring for that body (see

2.7 above).

2.10 All information gained by QCI and its personnel in QCI's direct dealing with CBs other than information already in the public domain will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the CB. Data will only be shared with other parties only after an explicit approval/authorisation from the respective producer/group. The same shall be informed during the on-boarding of the applicant wherein, they applicant (producer//group) will have the option to transfer the rights to the CB.

2.11 Approval should not be regarded as in any way changing the contractual responsibilities between the CB and its client. While approval is the indication of the integrity and competence of the accredited CB, it cannot be taken to constitute an undertaking by QCI that the accredited CB will maintain a particular level of performance.

2.12 The CB shall establish measures and procedures to prevent bribery and corruption at all levels of its organization.

3. CONDITIONS TO BE MET BY APPROVED CERTIFICATION BODIES

3.1 The approved CB shall offer QCI and its representatives such reasonable access and co-operation as necessary to enable QCI to monitor conformity with this Agreement and the relevant standard(s). The approved CB shall also use reasonable endeavours to provide access to QCI assessors and experts to its customers' premises to conduct assessment activities, as QCI shall reasonably require.

3.2 The approved CB shall:

(a) at all times comply with these terms of this Agreement and with the relevant Scheme standards, procedure and other related documents; Refusal to sign the document or any other notification within the stipulated timeline shall result in an non-conformance. This includes maintenance of provisional approval and accreditation or else the CB shall be non conforming to the requirements.

(b) commit to fulfil continually the requirements for approval set by QCI for the scopes for which approval is sought or granted including adapting to changes in the requirements for approval as and when communicated and shall also commit to provide evidence of fulfilment.

(c) afford such accommodation and cooperation as is necessary to enable QCI to verify fulfilment of requirements for approval. This applies to all locations where the certification activities take place.

(d) provide access to CB personnel, locations, equipment, information, documents and records as necessary to verify fulfilment of requirements for approval.

(e) arrange the witnessing of certification activities when requested by QCI at their client's place

(f) only claim that it is approved in respect of those activities which are the subject of the schedule of approval attached to the certificate issued to it by QCI from time to time and which are carried out in accordance with this Agreement and the relevant standard(s);

(g) use the Scheme logo of QCI only on those certificates (and schedules where

applicable) which fall within the scopes approved by QCI and commit to follow the QCI's policy for the use of the logo; this shall be issued without delay and after closure of the NCs.

(h) not issue any non approved product / process / services / management system certificates in scopes for which they are approved.

(i) pay to QCI any outstanding fees prior to approval and pay promptly all fees due to QCI, in accordance with the Fee Schedule issued by QCI from time to time;

(j) not use its approval in such a manner as to bring QCI into disrepute, and take appropriate steps to correct any statement or expression, which QCI considers to be misleading;

(k) upon the withdrawal of approval, however determined, discontinue forthwith its use of any reference to approval, withdraw all advertising matter which contains any reference thereto, return the certificate of approval, discontinue issue of approved certificates, and take such action with existing clients holding approved certification as QCI may require;

(l) make it clear in all contracts with its clients and in guidance documents that a certificate issued by it in no way implies that any product, process, service or management system certified is approved by QCI;

(m) ensure that approved certification shall not be used by itself or its clients for promotional or publicity purposes in any way that QCI considers to be misleading, and take such immediate steps as QCI may require to correct any such misleading use.

(n) have legally enforceable arrangements with their clients that commit the clients to provide, on request, access to QCI assessment teams to assess the conformity assessment body's performance when carrying out conformity assessment activities at the client's site;

(o) Provide, on demand, or during assessments all records/information relating to complaints, appeals and disputes related to certification

(p) shall inform at the time of application and subsequently, without delay, any significant changes relevant to its approval, in any aspect of its status or operation relating to:

(i) its legal, commercial, ownership or organizational status,
(ii) the organization, top management and key personnel,
(iii) main policies and procedures,
(iv) locations of its premises,
(v) personnel, equipment, facilities, working environment or other resources, where significant.
(vi) capability of certification or scope of approved activities, or conformity with the requirements in this Agreement or the relevant approval criteria.
(vii) the countries in which the CB operates from local offices, whatever the legal relationship of such offices with the CB
(viii) the countries into which approved certificates are issued directly by the CB or through sub-contractors
(ix) other such matters that can affect the ability of the CB to fulfil requirements for approval.

(q) shall assist in the investigation and resolution of any approval related complaints about itself, referred to it by QCI.

3.3 The approved CB may use in documents, brochures or advertising media, without variation, the phrases “a QCI approved CB listed under letter/registration number .....” and “listed in the QCI Register of CBs under letter/registration number .....”.

3.4 The approved CB shall inform QCI of any changes which it is planning and which bear on the approved CB’s conformity with this Agreement and the relevant standard(s) or otherwise affecting, or potentially affecting, the approved CB’s capability or scope of approval, as soon as possible, or, in any event, at least fourteen days prior to implementing any such change.

3.5 The approved CB will be given due notice of any proposed changes relating to this Agreement. The approved CB shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes. The approved CB shall notify QCI regarding the completion of such changes within the time fixed for such adjustments.

3.6 An approved CB wishing to relinquish its QCI approval shall give at least ninety days written notice to QCI of its intent, stating the arrangements made for protection of clients holding approved certification, settlement of QCI fees, and the return of the certificate of approval.

3.7 Any notice or other communication given or sent by QCI to an approved CB in connection with, or under, this Agreement, shall be deemed to be duly given or sent if despatched by registered / speed post or courier to the address of the approved CB last known to QCI and shall be deemed to be given at the time when the same would have been delivered in the ordinary course of post.

3.8 Financial arrangements between an approved CB and its client are not the responsibility of, and are not subject to the control of, QCI. However, information contained therein may be subject to audit by QCI.IN

3.9 If one of the CBs issues a sanction, all CBs operating with that producer or producer group have the obligation to communicate with each other, regarding the scope and, if appropriate, details of actions to be taken across all CBs. The same undertaking shall be done by the producers and the CB.

3.10 The communication between CBs shall include all relevant details, but the sanction issued shall be valid and all relevant CBs shall observe this. The CB shall establish and implement procedures for collecting data updates of the accepted producers, such as production site or product area changes and inclusion/de-listing of members within a producer group.

3.11 The CBs shall have process for on boarding of applicants coming from other CBs. They shall be transparent in giving all the required information as desired by the other CB in terms of the last audit report, NC listing and action taken, copy of certificate and any other documents that clarifies the status of the clients seeking transfer.

3.12 In case client moves from one CB to another, the CB transferring the client shall close the registration process before handing over all details including the UIN no. will be continued for the purpose of continuity and traceability.

4 APPEALS

4.1 Appeals will be considered only against an approval decision made by QCI. An approval decision is a decision by QCI to grant, suspend or withdraw approval or to grant or deny an extension to scope or reduce scope or reject application for grant of approval at any stage. Such a decision by QCI shall stand pending hearing of appeal if any.

4.2 Appeals in writing against a decision by QCI will be processed in accordance with the QCI Appeals Procedure. The Complaints and Appeals procedure is available on QCI website and is freely downloadable

5. COMPLAINTS

5.1 Any complaint against QCI or the approved CBs should be addressed to the Scheme Owner (QCI) in writing.

6. ASSIGNMENT

Except as otherwise agreed by the parties in writing, approval shall not be assigned.

7. LIABILITY

No representation, promise or warranty, express or implied, is or will be made or given as to the accuracy or completeness of any information, review, audit, or advice supplied, made or given by QCI (or any of its CEO, directors, employees or agents) in the course of providing services pursuant to this Agreement and no CEO, director, employee or agent of QCI is authorised (nor shall any such person be deemed to have been given any such authority) to make or give any such representation, promise or warranty, and any such representation, promise or warranty purported to be so made or given shall not be relied upon by the approved CB.

8. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

9 INDEMNITY

The approved CB undertakes to indemnify QCI against any losses suffered by or claims made against QCI as a result of misuse by the approved CB of any approval, or symbol granted by QCI as a result of any breach by the approved CB of the terms of this Agreement

10. CONDITIONS GOVERNING THE USE OF THE APPROVAL SYMBOL FOR USE BY CERTIFICATION BODIES

The approved CB may download the procedure *Conditions for use of QCI Scheme Approval Symbol and other claims of approval, IAF MLA Mark and ILAC MRA Mark* from QCI website and hereby agrees to comply with the same and to take all reasonable steps to ensure that compliance with these *conditions* is enforced amongst its customers of approved certification.

11. LAW

This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

12. ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to the arbitration of the Chairman QCI or to any other person to be nominated by him. The arbitration shall be held in the City of Delhi and shall be in accordance with the Arbitration and Conciliation Act, 1996.

13. TERMINATION

These arrangements shall continue in force unless and until terminated:

A) by either party upon 90 days written notice to the other.

B) immediately by decision of the Director, QCI, in accordance with QCI procedures as formally notified in advance of such a decision to the approved CB as governed by clause 2.8.

At the date of termination QCI's approval shall immediately cease to be valid but the approved CB will remain bound by the relevant conditions of this Agreement (i.e. clauses 2.10, 3.2(j, 9, 12).

14. THE PARTIES TO THE AGREEMENT

For the Approved CB	***For QCI***
Name: .....…….	
Address:	Address: Institution of Engineers Building Bahadur Shah Zafar Marg New Delhi - 110 002
Signed:	Signed: .....……..
Position:	Position: **Joint Director**
Name :..... (BLOCK CAPITALS)	Name: **C.S. Sharma** (BLOCK CAPITALS)
Date:	Date: .....

Section 5

QUALITY COUNCIL OF INDIA

India Good Agricultural Practices (IndG.A.P.) Certification Scheme

Requirements for Certification Bodies

Section 5

Requirements for Certification Bodies

1. Scope

1.1. This document describes the requirements the Certification Bodies (CBs) are expected to meet in order to be approved under the IndG.A.P. Certification Scheme (hereafter referred to as the Scheme) for undertaking certification.

1.2. This document elaborates on the requirements specified in ISO/IEC 17065:2012, as applicable to the Certification Bodies operating the IndG.A.P. Scheme for agricultural produce and also specifies some IndG.A.P. Scheme specific additional requirements that the certification bodies operating this scheme shall need to fulfil.

1.3. In order to be able to offer certification as stated above the certification bodies need to be accredited by the National Accreditation Board for Certification Bodies (NABCB) as per ISO 17065 and the additional requirements specified herein.

1.4. Certification Bodies that are accredited to ISO Guide 65 shall be eligible for approval under the Scheme till the transition period as decided by NABCB post which they need to be compliant to ISO 17065. They shall meet the additional requirements specified herein. Any certification body accredited for GLOBALG.A.P. certification would be provisionally approved subject to meeting all requirements specified herein within transition time to ISO 17065.

2. Objectives

2.1. The additional criteria described in this document shall form the necessary adjunct to the requirements prescribed in ISO 17065 and will also need to be complied with by the Certification Bodies, in addition to the generic requirements prescribed in ISO 17065:2012 and the Certification process requirements prescribed in the document “IndG.A.P. - Certification Process” (Section 4).

2.2. The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2011 for the purpose of ease of usage. These are also prefixed with the word “A” for the purpose of indicating that these are additional.

3. This section consists of majorly two components. One specific to scheme components and the other one specific to the systems requirements. The systems requirements are given in the following parts which is prefixed as A.

A.4 General Requirements

A.4.1 Legal and contractual matters

A.4.1.1 Legal responsibility

A.4.1.1.1 In addition to the requirements specified in clause 4.1.1 of ISO/IEC 17065:2012 the following requirements shall also apply to QCI in the prescribed format and

pay applicable fee. The applicant CB shall apply to the SO (QCI), send a completed application form in English and pay an evaluation fee (according to the latest version of the. Fee Table maintained in the website) to the IndG.A.P. Secretariat for initiating the approval process.

A.4.1.1.2 The accreditation shall be granted to a legal entity, who can be legally held responsible for its work irrespective of whether the entire organization or a part of it performs the certification functions.

A.4.1.1.3 The certification body shall be responsible for and shall retain authority for its decisions relating to certification. This includes the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.

A 4.1.1.4 The accreditation body to which the CB applies shall be a signatory of the IAF Multilateral Recognition Arrangement (MLA) for product certification (IAF Product MLA) with GLOBALG.A.P. sub-scope of the MLA (level 4 and 5). In addition, the AB shall have signed the 'Memorandum of Understanding' (MoU) with GLOBALG.A.P.

A 4.1.1.5 The accreditation document issued by the AB to the CB shall clearly state the extent of the accreditation sub-scope(s) and/or approved modified checklist it has been approved for, The GLOBALG.A.P. normative documents and its version, limitation to Option 1 (if applicable), territorial limitation (if applicable)

A 4.1.1.6 An initial AB assessment of a IndG.A.P. scope (Crops) shall require at least one witness assessment (of one sub-scope) within each applied scope.

A 4.1.1.7 The AB shall only grant the accreditation for Option 2 (including Option 1 multisite operation with QMS) if the AB has completed at least one QMS audit witness assessment regardless of the scope or sub-scope.

A 4.1.1.7 The extension of the accreditation to new sub-scope(s) within an already accredited scope shall include at least the assessment of the personnel competency and a new witness assessment is not necessary. Benchmarked schemes and AMCs are considered as equivalent sub-scopes (for the respective sub-scope).

A 4.1.1.8 The AB shall, during its surveillance program, witness all sub-scopes in at least a 4-year period, but not every scope/sub-scope combination every year by default. Selection shall take into consideration and preference shall be given to the Option 2 and the Option 1 multisite with QMS certificates of the CB. The AB shall justify the increase of witness assessment frequency.

A 4.1.1.9 The AB shall issue a confirmation of application including the applied standard scope and sub-scope to the applicant CB. The CB shall issue certificate in compliance with the scope of external inspections.

A 4.1.1.10 In case a CB requests the termination of the 'IndG.A.P. License and Certification Agreement', the CB shall send a formal termination request to the IndG.A.P. Secretariat. The CB shall inform all clients that the re-certification has to be carried out by another CB.

A 4.1.11 There is no need for the CB to modify or update anything in the IndG.A.P. Database. If the products are not re-accepted for the next cycle, once the current certificate expires, the new CB will be able to accept the UNI of the producers and re-certify.

A 4.1.1.12 From a specific date onwards, the CB shall be blocked in the IndG.A.P. Database and cannot register new clients or re-issue and extend their valid certificates. The CB shall contact the IndG.A.P. Sectt for any changes such as modification of existing certificates, shortening of the certificate validity, changing of the access rights of existing producers, amendments in the master data, complaints, etc. The CB shall inform the accreditation body. The CB shall be listed on the IndG.A.P. website until their last certificate expires. A comment shall be added that the CB cannot contract/certify producers and will terminate its IndG.A.P. approval on a specific date. The Sectt. shall decide if the certification body license fee applies for the current and/or following year and whether any further training shall be attended.

.

A.4.1.2 Certification agreement

A.4.1.2.1 The certification body shall ensure that its certification agreement requires that the client comply with the following requirements in addition to those specified in ISO 17065:2012. This also includes that QCI (SO) can also be part of the assessment process.

A.4.1.2.2 The certification body shall ensure their certification agreement require that the client comply with the following:

a) always fulfil the certification requirements including product requirement as specified in the document “Certification Criteria – IndG.A.P. Scheme”, the certification process described in the document “Certification Process – IndG.A.P. Scheme” and the requirements specified in this document, as applicable and the changes in them as communicated by the certification body, time to time always fulfil the certification requirements including produce requirement and changes communicated by the certification body;

b) the certified produce and its processes always fulfil the requirements;

c) the liability on account of non-conforming processes shall rest with the certified producer

d) the client makes all necessary arrangements for the conduct of the initial and recertification onsite evaluation, onsite surveillance valuations (announced and unannounced), onsite special/short notice evaluations for the purpose of complaints investigation, etc. It shall also include provisions for examining documentation and records, and access to the relevant location(s), area(s), and personnel, client's subcontractors; and for investigation of complaints;

e) makes claims regarding certification only in respect of the scope for which certification has been granted;

f) does not use its certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its certification which the certification body may consider misleading or unauthorized;

g) upon suspension or cancellation/withdrawal of certification, discontinues its use of all advertising matter that contains any reference thereto and returns as required by the certification scheme any certification documents and takes any other measure;

h) endeavors to ensure that no certificate or report nor any part thereof is used in a misleading manner;

i) if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety

j) in making reference to its GAP produce certification in communication media such as documents, brochures or advertising, complies with the requirements of the certification body if applicable;

k) uses the certification mark only on produce it has found to comply with the requirements if applicable;

l) applies a mark to each certified produce, or to produce packaging, or on information accompanying each produce if applicable;

m) keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to the certification body when requested, and

   i) takes appropriate action with respect to such complaints and any deficiencies found in produces, processes or services that affect compliance with the requirements for certification;
   ii) Document the actions taken.
   iii) Verification by the certification body of (l) is performed only when certification scheme mandates it.

n) The client shall inform the certification body, without delay, of matters that may affect ability to conform to the certification requirements. These shall include changes in:

   i. the legal, commercial, organizational status or ownership,
   ii. organization and management (e.g. key managerial, decision-making or technical staff),
   iii. contact address and production sites/premises,
   iv. modifications to the major inputs or other materials with potential to affect the produce quality and safety; framing practices or the production methods and in the internal control measures which are significant in nature.
   v. any other information indicating that the produce may no longer comply with the requirements of the IndG.A.P. certification criteria and the IndG.A.P. certification scheme.

j) The producer/producer group representative shall sign or confirm the inspection and audit outcome during the closing meeting. A documented

or electronic confirmation by the producer is equal to the 'signature' of the producer.

A.4.1.2.3 Records kept by the client in respect of the complaints received and their resolution shall be verified by the CB during the surveillance visits to the client's premises.

A.4.1.2.4 The client shall agree for re-audit/evaluation by the certification body as per the requirement of the certification scheme, in the event of changes significantly affecting its capability to comply with the requirements of the certification scheme.

A.4.1.2.5 The client shall also agree for re-evaluation by the CB, in the event of changes in the IndG.A.P. Certification criteria.

A.4.1.2.6 In addition to the requirements as specified above the requirements specified vide clauses A.4.1.3 and A.4.5 shall also be part of the agreement with the client.

A.4.1.3 Use of certificates and marks of conformity

A.4.1.3.1 The following requirements are additional to those stated in clause 4.1.3 of ISO/IEC 17065:2012.

A.4.1.3.2 The certification body shall ensure that the Certification mark is affixed only on transaction documents and produce that are covered under the scope of the certificate. The certification body should not allow the accreditation mark to be used on certified produce.

A.4.1.3.3 The Certification body shall document clear instructions regarding appropriate use of certification mark and for providing information about certification status by its clients. It shall also identify the aspects that would be considered as misleading and unauthorized as relevant to the IndG.A.P. certification scheme. The certification agreement shall make appropriate cross references to the above document, so as to make it legally binding.

A.4.1.3.4 The certification body shall ensure that the applicants are not applying the Certification mark on documents prior to grant of certification.

A.4.1.3.5 A certification body shall have procedures to ensure that its IndG.A.P. certification marks are not used in a way that may be likely to confuse or mislead the market. In case, as per the requirements of the IndG.A.P. certification scheme, the certified producer is allowed to include the Mark in off-site products, then the certification body shall have clear procedures to ensure that the advertisement and other claims made by the producer does not create an incorrect impression regarding the certification status of the other produce not covered under the scope of certification.

A.4.1.3.6 The certification body should have documented procedures to ensure a traceable link from its mark to the relevant certification requirements.

A.4.1.3.7 The certification body shall have documented procedures for the use of its mark (see also ISO/IEC 17030), and the measures to be adopted in case of non-compliances to specified requirements with respect to use of certification mark, misuse, including false claims as to certification and false use of certification body and accreditation body marks and these shall be part of its agreement with the certified clients (IndG.A.P. producers). The procedure shall include the process steps and the actions (including penal actions as relevant), the certification body intends to take in the event of observing

misuse/misleading use of IndG.A.P. certificates and marks. The above aspects shall be part of its agreement with the certified clients.

A.4.1.3.8 In case the Certification Body runs more than one product certification schemes, then it is may have a procedure specifying generic requirements common to all schemes and in line with the requirements of ISO/IEC 17065:2012 and the specific requirements as specified for IndG.A.P. certification scheme.

A.4.1.3.9 If a certification body incorrectly claims accredited status for certificates issued before appropriate accreditation has been granted, the accreditation body shall require it subsequently to withdraw them and also impose any other sanctions as deemed appropriate.

A.4.1.3.10 The certification body intending to certify a benchmarked standard, that is, IndG.A.P. to GLOBALG.A.P. shall show proof of approval by the scheme or scheme owner, that is, QCI.

A.4.1.3.11 The certification body shall complete the steps below before issuing any accredited IndG.A.P. certificates or operating any accredited IndG.A.P. Add-On and before final approval can be granted.

No.	Activity	Timelines
A.4.1.3.11.1	Time period after provisional approval for accreditation	6 (six) months after provisional approval (extension of 6 months can be granted after due justification to scheme owner)
Note: If accreditation has not been achieved within a maximum period of one year, the provisional approval may be withdrawn, and the CB shall not appear as provisionally approved on the QCI website and cannot issue any IndG.A.P. certificates, unless the CB submits justification for the delay. The CB may re-apply for provisional approval again. Alternatively, any CB which is not accredited shall not take up any project that seeks benchmarked certificate.		

A.4.1.3.12 Once accreditation has been obtained, the certification body shall submit a copy of the accreditation certificate to the scheme owner and in case of benchmarking to the GLOBALG.AP. to the GLOBALG.A.P. secretariat.

A.4.1.3.13 Only after the CB has been accredited to ISO/IEC 17065 with the applicable IndG.A.P. (or benchmarked) sub-scope can the CB place the IndG.A.P. trademark/logo on the certificate according to the applicable IndG.A.P. certificate template, which shall be followed at all times.

A 4.1.4 Responsibility for certification decisions -

A 4.1.4.1 The certification body shall be responsible for and shall retain authority for its decisions relating to certification. This includes the granting, maintaining, recertifying, extending, reducing, suspending and withdrawing of certification.

A 4.1.4.2 The certification body shall only grant authority to make a certification decision, or any decision in the handling of complaints and appeals, to an individual or group that is impartial with respect to the produce.

A 4.1.4.3 The person who makes the certification decision or at least one member of the certification committee of the CB shall comply with auditor qualifications as set out in evaluator competence clause.

A 4.2 Management of impartiality - In addition to the requirements as specified in clauses 4.2 ISO17065:2012, the following requirements shall also apply.

A.4.2.1 The top management's commitment to impartiality shall be demonstrated through:

a) Documenting the certification body's policy on safeguarding impartiality and ensuring that it is understood at all levels of the organization. Implementing good practices like establishing "Code of Conduct" and requiring internal and external personnel to abide by it.
b) Having a defined institutional structure and impartiality policy and procedures, appropriate implementation of these policy and procedures and operation and conduct of its activities and personnel.
c) Having a system that ensures appropriate management of conflict of interest for ensuring objectivity of its certification functions.
d) Taking action to respond to any threats to its impartiality arising from the actions of other parts of the organization, persons outside of the organization, subcontractors, related bodies or other bodies or organizations.
e) Maintaining a professional environment and culture in the organization that supports a behaviour of all personnel that is consistent with impartiality.
f) Making available to public through its website, its policy on impartiality.

A.4.2.2 The certification body shall establish and implement a documented procedure for analysing threats against impartiality of the certification body The analysis shall cover all existing potential sources of conflict of interests, arising certification body's activities (its own activities, activities of the related bodies and activities of personnel it employs) and from its relationships (organizational as well as individual's).

The certification body shall ensure that a conflict of interest analysis is carried out at least once annually and whenever a significant change occurs in the certification body's activities, such as changes in the organizational structure and business activities or of the legal status and mergers with, or acquisitions of other organizations.

Note 1: A relationship that threatens the impartiality of the certification body can be based on ownership, governance, management, personnel, shared resources, finances, contracts, marketing and payment of a sales commission or other inducement for the referral of new clients, etc.

Note 2: While carrying out the conflict of interest analysis the following risks, but not limited to them, shall be considered:

a) Self-interest threats: threats that arise from a person or body acting in their own interest. A concern related to certification, as a threat to impartiality, is financial self- interest.
b) Self-review threats: threats that arise from a person or body reviewing the work done by themselves. Certification of a client, whose product was designed or who was provided service regarding internal evaluation by the CB or the personnel it employs would be a self-review threat.
c) Familiarity (or trust) threats: threats that arise from a person or body being too familiar with or trusting of another person instead of seeking audit evidence. Repeat evaluation of a client by the same evaluator/auditor, over and over again may also present a familiarity threat.

d) Intimidation threats: threats that arise from a person or body having a perception of being coerced openly or secretively, such as a threat to be replaced or reported to a supervisor.

A.4.2.3 When a relationship poses an unacceptable threat to impartiality then certification shall not be provided. Some of these situations requiring prohibitions as mitigation measures have been described vide clause 4.2.6 of ISO 17065:2012. These shall be implemented together with the additional ones provided in this document.

A.4.2.4 Further, where risks to impartiality have been identified as a result of risk analysis (clause 4.2.3), the CB shall establish and implement a documented procedure for mitigation of threats against impartiality. These shall be through any of the following mitigation means:

1. Not provide certification, since the situation poses unacceptable threat to impartiality – prohibition.
2. Carry out the certification in a restricted manner based on disclosures
3. Minimize the risks on the basis of clearly defined control points to ensure mitigation.

The impartiality risk analysis together with mitigation strategies should be made available to the Impartiality Committee (see A.5.2.1)

A.4.2.5 In addition to those prescribed in clause 4.2.6 of ISO 17065 the other type of product related consultancy services that shall be considered are barriers to certification would be participation in an active creative manner in the ongoing development and monitoring/improvement of the product, process, or service, for example;

a) providing specific support/advise on elements of the design.
b) preparing or producing manual, handbooks or procedures.
c) involvement in the supplier's monitoring, review and decision- making process applicable to the product.

A.4.2.6 In addition to the requirement specified in ISO 17065 clause 4.2.6, the following shall also apply:

a) The certification body shall not have any relationship with the client except third party conformity assessment. There shall be a minimum separation of 2 years before application can be entertained, in case the certification body has had relationship which is generic (not IndG.A.P. certification scheme) in nature, for example, internal audit training, etc. then the certification body shall carry out impartiality risk analysis before entertaining the application. Purpose of risk analysis shall be to ascertain if, longer separation than two years is required from the last date of end of relationship as stated above or that the risk is of such unacceptable level so as to prohibit certification by the certification body. Based on the risk analysis appropriate decision shall be taken and the justification for the same shall be recorded.

b) In case the related body is engaged in any of the activities as specified in clause 4.2.6 of ISO 17065:2012 or activities like management system consultancy, internal auditing or training, then certification shall not be provided to the relevant client to whom these services may have been provided by the related body. There shall be a minimum separation of 2 years, in case the related body has had relationship which is generic (not IndG.A.P. certification scheme) in nature, for example, internal audit training, etc. then the certification body shall carry out impartiality risk analysis before entertaining the application. Purpose of risk analysis shall be to ascertain if, longer separation than two years is required from the last date of end of relationship as stated above or that the risk is of such unacceptable level so as to prohibit certification by the certification body.

Based on the risk analysis appropriate decision shall be taken and the justification for the same shall be recorded.

c) If the certification body and its client are both part of government, the two bodies shall not directly report to a person or group having operational responsibility for both. The certification body shall, in view of the impartiality requirement, be able to demonstrate how it deals with a case where both itself and its client are part of government. The certification body shall demonstrate that the applicant receives no advantage and that impartiality is assured.

d) The certification body shall not certify a product on which a client has received consultancy or internal evaluations, where the relationship between the consultancy organization and the certification body poses an unacceptable threat to the impartiality of the certification body. Allowing a minimum period of two years to elapse following the end of the product consultancy is one way of reducing the threat to impartiality to an acceptable level.

e) The certification body shall not outsource/subcontract any part of the certification work, evaluation, etc, to a legal entity that is engaged in designing, manufacture, installation, distribution or maintenance of the certified/to be certified, product, process and service. It shall also not be outsourced to organizations who are likely to provide consultancy / internal auditing services to clients / prospective clients of the certification body.

f) The CB shall not use external evaluators/auditors for the purpose of evaluation of any client, if they, or the organization that employs them, have been engaged in any other activities as stated in “d” above.

g) The CB shall not use personnel who have been involved in, or have had relationships with the Product certification client in any way within the last two years as a minimum, to take part in evaluation/auditing. The period of separation shall be determined by the nature of association. In case the individual concerned has worked for the organization concerned, or provided any farm related process/product related consultancy then the certification body shall not use such person at all.

A.4.2.7 The certification body's activities shall not be marketed or offered as linked with the activities of an organization that provides farm related consultancy. The certification body shall take action to correct inappropriate claims by any consultancy organization stating or implying that certification would be simpler, easier, faster or less expensive if the certification body were used. A certification body shall not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organization were used.

A.4.2.8 The certification body’s personnel involved in certification activities shall be bound by the certification body’s impartiality policy and act impartially in their work through contractual or employment conditions and assignment conditions for each evaluation/audit activity.

A.4.2.9 The certification body shall also have a system for self-disclosure and documentation of the types of activities carried out by its internal and external personnel and subcontractors and the organizations that employ them, in general and in particular regarding the designing of relevant product/process/service, consultation, internal evaluation/auditing, training, etc.

A.4.2.10 The certification body shall also take an undertaking with respect to freedom from conflict of interest for every audit/evaluation assignment allotted to the individuals. Based on the revelations made if any, the CB shall use this information as input to identifying threats to impartiality raised by the activities of such personnel or by the organizations that employ them, and shall not use such personnel, internal or external, unless any potential conflict of interests has been addressed and the measures taken to address these potential conflicts have been documented and implemented.

A.4.2.11 The CB shall require its personnel, internal and external, to report any situation of influence or pressure from the client that may threaten their independence in the course of certification activities. Based on such report, the CB shall take appropriate actions to ensure its independence in its certification work.

A.4.2.12 The CB's personnel involved in certification activities shall not provide, while carrying out evaluation/audit, any advice, consultancy or recommendation to the client on how to address any deficiencies that may be identified during the evaluation/audit.

A.4.2.13 The certification body should be responsible for ensuring that neither related bodies, nor sub-contractors, nor external assessors/auditors operate in breach of the undertakings that they have given. It should also be responsible for implementing appropriate corrective action in the event that such a breach is identified.

A.4.2.13 The certification body shall immediately raise sanction without delay to the producer. Any delay or non-application of sanction shall be raised as an NC.

A.4.3 Liability and financing - In addition to the requirements as specified in clause 4.3 of ISO17065:2012, following requirements shall apply.

A.4.3.1 The certification body shall also be able to demonstrate that it has evaluated the risks arising from its certification activities and that it has adequate arrangements (e.g. insurance or reserves) to cover liabilities arising from its operations in each of its fields of activities and the geographic areas in which it operates.

A.4.3.2 The certification body shall be able to demonstrate that it has a reasonable expectation of being able to provide and to continue to provide the service in accordance with its contractual obligations. Certification bodies shall also be able to provide sufficient evidence to demonstrate its viability, e.g. management reports or minutes, annual reports, financial audit reports, financial plans, etc.

A.4.3.2 The means by which the certification body obtains financial support should be such as to allow the certification body to retain its impartiality.

A.4.3.3 In addition to the above the CB shall also demonstrate to the Impartiality committee, that initially, and on an ongoing basis, commercial, financial or other pressures do not compromise its impartiality.

A.4.4 Non-discriminatory conditions

A.4.4.1 The certification body shall have means of demonstrating compliance to this requirement of ISO 17065:2012 (clause 4.4), through its policies and procedures as well as actual practice.

A.4.4.2 The CB's policies and procedures should ensure that it does not practice any form of hidden discrimination by speeding up or delaying the processing of applications.

A.4.4.3 Certification Fees

A.4.4.3.1 The certification body, shall charge fees to the applicant producer for the various activities of IndG.A.P. certification scheme, without any discrimination between units, geographical location, size of the unit. Any additional requirements as may be imposed by the IndG.A.P. certification scheme owner, time to time shall also be adhered to.

A.4.4.3.2 The certification body's fee structure shall be publicly available on its website.

The fee structure available on website may be generic in nature. On request from a specific applicant/client, based on the specific conditions concerning the applicant, the certification body shall inform the applicable fees, which shall essentially be derived from the fee structure made publicly available. It shall not substantially defer from the one available publicly, unless some plausible justifications are recorded.

A.4.4.3.3 CB shall notify and obtain consent to its fee structure from the producer prior to grant of certification. As and when the fee undergoes a change, the same shall be communicated to all including applicants and the manufacturing units certified under IndG.A.P. certification scheme for their acceptance.

A.4.4.3.4 Ensure availability of immediately accessible information on all audit and inspection details (including those of the unannounced inspections and audits) to the regulators when sought for as well as details for each certificate.

A.4.5 Confidentiality - In addition to the requirements specified in ISO 17065:2012 (clause 4.5) following shall apply:

A.4.5.1 The Certification Body shall have a documented policy and mechanism to safeguard the confidentiality of information obtained or created during the course of certification activities. It shall also be part of the certification agreement.

A.4.5.2 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the certification body's behalf, shall keep confidential all information obtained or created during the performance of the certification body's activities. There shall be a mechanism such as obtaining signed confidentiality agreements, etc. for ensuring the same.

A.4.5.3 The certification body shall have available and use equipment and facilities that ensure the secure handling of confidential information (e.g. documents, records).

A.4.5.4 When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), the certification body shall inform its client of this action, in advance, through agreements, etc.

A.4.5.5 Information about the client obtained from sources both from the client and other than the (e.g. from the complainant or from regulators) through the evaluation process, if used for certification decision by the certification body shall be made known to the client.

A.4.5.6 In case of transfer of certificate or application, when the client decides to move from one certification body to another certification body, the certification body to which the client is now moving may ask the previous certification body for information on the reasons for such movement or the performance of the client with respect to the certification requirements. The previous certification body shall be obliged to share this information within a reasonable time, not exceeding 10 days from the date of receipt of the request. Such information shall not be considered as confidential and the certification body shall inform its client of this requirement, in advance, through agreements, etc.

A.4.6 Publicly available information

A.4.6.1 Making the information publicly available through the CB's website shall be the only means of meeting this requirement.

A.4.6.2 The following information with respect to IndG.A.P. certification scheme shall be made publicly available on the CB's website. The information provided shall be accurate, non-misleading and where relevant detailed enough for the reader to clearly understand.

a) The certification process, from application stage to the grant of certification, including the evaluation process; the system for maintenance of certification, including processes for surveillance, market sampling, recertification, scope extension and reduction, suspension and withdrawal. The information shall also cover the terms and conditions of certification and the use of certificates IndG.A.P. mark, as contained in the Certification Agreement.

b) The IndG.A.P. scheme specific rules and conditions for granting, for maintaining, for extending or reducing the scope of, for suspending, for withdrawing or for refusing certification.

c) Requirements of IndG.A.P. certification scheme, including the IndG.A.P. certification criteria and application form shall be available to the applicant. The CB may also provide any other guidance documents on the certification criteria for the benefit of the applicant, as long as they are not advisory/consultative in nature.

d) The certification body shall make publicly available on its website, the information about applications registered and certifications granted, suspended or withdrawn.

e) On request from any party, the certification body shall provide the means to confirm the validity of a given certification and the provision for the same shall be made available on the website.

f) The certification body shall maintain and make publicly available on its website, a directory of valid certifications. Please also see additional requirements given in the document "IndG.A.P. Certification Process'.

g) a description of the rights and duties of applicants and clients, including requirements, restrictions or limitations on the use of the certification body's name and certification mark and on the ways of referring to the certification granted.

A.4.6.3 The CB shall have procedure for frequent updating of the information on its website. The responsibilities for ensuring accuracy of the information made available on the website, ensuring frequent updates, etc shall be documented.

A.4.6.4 The CB shall list out the sources of its finances.

A.4.6.5 The information on complaints handling process and the CB's procedure shall be directly available to the public, without the public having to go through layers of cross linkages.

A.4.6.6 Information exchange between a certification body and its clients

A.4.6.6.1 Information on the certification activity and requirements- The certification body shall provide and update clients on the following:

a) a detailed description of the initial and continuing certification activity, including the application, initial evaluation, surveillance evaluation, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification;

b) the certification criteria for IndG.A.P. certification scheme;

c) information about the fees for application, initial certification and continuing certification;
d) the certification body's requirements for prospective clients;
e) documents describing the rights and duties of certified clients as well as obligations on part of the certification body including the changes within certified IndG.A.P. producer that need to be informed to the certification body [see clause 4.1.2.1.1h) of this document];
f) information on procedures for handling complaints (both by the certification body as well by the IndG.A.P. producer, in respect of complaints against certified products) and appeals.
h) Certification bodies shall actively cooperate with IndG.A.P. during management of complaints related to the CB or to the producers contracted by the CBDont.

A.4.6.7.2 Based on the changes affecting certification, including those initiated by the client the certification body shall decide upon the appropriate actions in accordance with its documented procedure, which shall be based on the requirements described in "IndG.A.P. Certification Process" as well as clause 7.10.3 of ISO 17065. Responsibility for deciding about the course of actions to be taken shall also be documented.

A.5 Structural requirements

A.5.1 Organizational structure and top management

A.5.1.1 The organization structure shall include structure of the parent body (legal entity) if separate from the department/division that offers certification. It shall also include structure of the related departments in relation to the department offering certification services.

A.5.1.2 The certification body shall identify and document all related bodies (separate legal entities) as well as other departments of the same legal entity and their activities and functions and their relationships with the certification body, when describing its organizational structure. This shall cover all relationships, such as those described in Clause **A.4.2.2** of this document**.** The activities of all related bodies shall also be documented for the purpose of identifying any potential conflict of interest. The above information shall also be used for identification of actual/potential risks to impartiality (see clause **A.4.2.2**).

A.5.1.3 An organization chart(s) shall be used for showing the structure, supported by the documented responsibilities and authorities for the functions described in the organization chart.

A.5.1.4 The identification of responsibilities, however done, shall clearly and unambiguously reflect the responsibilities for activities/functions as described vide clause 5.1.3 a) to n) of ISO/IEC 17065:2012.

A.5.1.5 The requirement specified vide clause 5.1.4 of ISO/IEC 17065:2012 shall cover the Impartiality committee and any other committees, if established by the certification body for establishment of systems for IndG.A.P. certification scheme, planning for certification evaluation (sampling and determination), certification review and decision making, appeals process, etc.

A.5.1.6 The Impartiality committee and any other committees involved in operation of the CB and the certification process, shall also be shown as part of the organizational structure.

A.5.2 Mechanism for safeguarding impartiality

A.5.2.1 An Impartiality committee with specific responsibility for safeguarding the certification body's impartiality in its certification functions and for ensuring that the policy on safeguarding impartiality and related procedures and other systems are effectively implemented shall be the means of fulfilling this requirement.**A.5.2.2** The Impartiality Committee shall:

a) assist the certification body in developing the policies relating to impartiality of its certification activities,
b) counteract any tendency on the part of a certification body to allow commercial or other considerations to prevent the consistent objective provision of certification activities,
c) advise on matters affecting confidence in certification, including openness and public perception, and
d) conduct a review, as least once annually, of the impartiality of the evaluation, certification and decision-making processes of the certification body.
e) Approve the conflict of interest analysis and the mitigation measures described in clauses 4.2.3 and 4.2.4 of ISO/IEC 17065:2012 as read with clauses A.4.2.2 to A.4.2.4 of this document.

Other tasks or duties may be assigned to the committee provided these additional tasks or duties do not compromise its essential role of ensuring impartiality. The impartiality committee shall not be involved in development of operational processes of the certification body.

The composition, terms of reference, duties, authorities, competence of members and responsibilities of this committee shall be formally documented and authorized by the top management of the certification body.

This committee shall meet regularly, at least once a year, and a complete record of the proceedings of this committee shall be maintained.

A.5.2.3 The certification body shall ensure that

a) The committee for safeguarding impartiality shall be separated from the management of the CB operations and established at the highest level within the organization, independent of its day-to-day operations.
b) In the composition of the committee, participation of key interested parties shall be ensured, with a representation of a balance of interests such that no single interest predominates. Internal or external personnel of the certification body are considered to be a single interest, and shall not predominate.
c) Its chairman shall be a person independent from and external to the certification body.

A.5.2.5 Impartiality Committee meetings may be observed by the Accreditation Body's Assessment Teams as part of the Certification body's accreditation process.

A.5.2.6 Although every interest cannot be represented in the mechanism, a certification body shall identify and invite significantly interested parties. Such interests may include: clients of the certification body, customers of organizations whose management systems are certified, representatives of industry trade associations, representatives of

governmental regulatory bodies or other governmental services, or representatives of non-governmental organizations, including consumer organizations.

A.6 Resource requirements

A.6.1 Certification body personnel

In addition to the generic requirement as specified in clause 6 of ISO 17065:2012, the IndG.A.P. Certification Scheme requirements as specified in this document shall apply.

A.6.1.1 General

A.6.1.1.1 The certification body shall have, as part of its own organization, personnel having sufficient competence for managing the IndG.A.P. Certification Scheme that it operates.

A.6.1.1.2 While determining sufficiency of resources the CB shall also take in to consideration the requirements with respect to technical personnel competent for the development and establishment of certification body's internal systems in accordance with the IndG.A.P. scheme requirements and for other operational functions like application review, Evaluation (all stages like initial, final, surveillance, etc), review and decision making.

A.6.1.1.3 The certification body shall employ, or have access to, a sufficient number of evaluators, including evaluation team leaders, and technical experts to cover all of its activities with respect to IndG.A.P. certification scheme and to handle the volume of evaluation work performed.

A.6.1.1.4 The CB shall determine competency requirements (knowledge and skills required for different functions defined in the CB's structure) and describe the mechanism/predefined routes in terms of education, qualification, experience, knowledge and skills, training, etc.

A.6.1.4.2 these shall cover management as well as certification process related functions. These shall include the following:

a) Development and establishment of certification body's internal systems in accordance with the IndG.A.P. certification scheme requirements.
b) Management of the certification activities.
c) Application review,
d) Undertaking Evaluation (all stages like initial, surveillance, etc). These shall cover evaluators, team leaders and technical experts as well as evaluation teams as whole.
e) Review and decision making.

A.6.1.1.5 The activities as listed at A.6.1.1.3 – a), b), c), and e) shall essentially be carried out by the CB's internal resources. Internal resources include the following:

a) Regular employees.
b) Employed on long term (one year or more) contract on full time basis. c) Employed on long term contract (2 years or more) on part time basis.

Individuals assigned to perform certification functions as stated above need not necessarily each have all the required competencies, providing the CB can demonstrate that it has the collective competence to perform those functions and that in individual cases an individual or a group of individuals having the required competence has performed the individual function. For example, the certification decision maker may not have the required competence, but if

the report has been reviewed by an independent technical expert the collective competence may be evident.

A.6.1.1.6 The CB shall also have processes for evaluating to determine if the designed/to be designated persons have the necessary competence as described. The evaluation mechanism that a certification body shall use (as described in clause A.6.1.4.2 of this document) shall depend upon the type of competence aspects to be evaluated and the basis on which it is stated to be acquired. Records shall show which personnel are designated as competent, the date of evaluation and the details of evidences based on which competence is adjudged.

A.6.1.1.7 The certification body shall nominate scheme manager who will be responsible for handling certification and related technical activities pertaining to IndG.A.P. scheme. He shall be available in-house, an authorised signatory and decision making a part of his functional role including attending all meetings and discussed called by IndG.A.P. Sectt. Certification bodies shall immediately inform IndG.A.P. of changes in personnel relevant for the management of the G.A.P. scheme (e.g., change of the Scheme Manager, in-house trainer, etc.) and of all changes that may affect their function as an independent CB, in particular withdrawal of approval/accreditation or corporate changes. He shall be fluent in English, Hindi or any local language. Manager should have management skills and understanding of agricultural activities, IndG.A.P. requirements and conformity assessment.

A.6.1.1.8 The certification body shall nominate an in-house trainer and complete or at least register for the in-house trainer training of the relevant scope (s). Shall be fluent in English, hindi or any local language.

A.6.1.1.9 The in-house trainer and the Scheme Manager may be the same.

A.6.1.2 Competence of Management and Personnel

A.6.1.2.1 The certification body shall have processes to ensure that personnel have appropriate knowledge of product certification, IndG.A.P. certification scheme requirements and any other related requirements like regulatory requirements, etc.

A.6.1.2.2 The functions described shall cover at least those listed in clause **A.6.1.1.3** of this document.

A.6.1.2.3 The certification body shall have access to the necessary technical expertise for advice on matters directly relating to IndG.A.P. certification. Such advice may be provided externally or by certification body personnel.

A.6.1.2.4 Certification bodies planning to certify Option 2 or Option 1 multisite with QMS shall have at least 2 auditors complying with the auditor qualification requirements.

A.6.1.3 Competence requirements for Personnel Involved in Certification activities

A.6.1.3.1 Application Review function - The personnel performing the application review shall be qualified for their understanding of the IndG.A.P. certification criteria and the certification scheme and process requirements, sufficient for carrying out the application review function effectively in accordance with the certification process requirements. The application reviewer shall be qualified on the basis of demonstrated competence to carry

out the review function say based on experience of having performed at least three technical reviews under the IndG.A.P. certification scheme.

A.6.1.3.2 Technical Review function – The technical review shall consists of an independent and structured assessment to verify if all the IndG.A.P. certification scheme related requirements have been fulfilled. It shall fulfil the following requirements:

a) The technical review function shall be independent of audit and evaluation functions.
b) The personnel (or group of personnel) performing the certification decision shall be qualified for their understanding of the certification criteria, certification scheme and certification process requirements and their ability to correctly grant or expand the scope of certification on the basis that the evaluation activities, information and results are a demonstration of fulfilment of requirements of the certification criteria in accordance with the certification scheme.
c) For the purpose of initial evaluation, the technical reviewer (s) or committee will have at least one person who has experience of farming practices, agro-processing industry or related as gained through one year of work experience.
d) Technical reviewer shall be qualified on the basis of demonstrated competence to carry out the review function say based on experience of having performed at least three technical reviews under the IndG.A.P. certification scheme.

A.6.1.3.3 Decision making – This function involves decision on granting, maintaining, renewing, extending, reducing, suspending or withdrawing certification and essential is an authoritative function. The decision-making functionary shall fulfil the following requirements:

a) The person(s) or committee, who take(s) the decision on granting certification under the IndG.A.P. certification scheme shall be duly authorised by the CB for the task and shall have a level of knowledge and experience sufficient to evaluate the information obtained from the evaluation process and the review.

b) The technical review and the decision may be completed concurrently by the same person(s) or committee, provided they fulfil the necessary requirements as specified in clause A.6.1.3.3 above. In case of a committee, it meets have the combined competence of technical reviewer and decision maker.
c) Impartiality and absence of conflict of interest shall be ensured before entrusting the task of certification decision making.

A.6.1.3.4 Competence of evaluators – (Inspectors and auditors) The evaluators used by the certification body to carry out the evaluation of the IndG.A.P. Certification Scheme against the IndG.A.P. certification criteria and the certification process shall have the following qualifications and CB shall verify the factual evidence before the evaluators are send for inspections/Audits. The qualification of the Scheme Manager, in-house trainer and auditor will be similar.

a) Education – (both Inspectors and Auditors Degree and/or Post-secondary education in any stream of science relevant to agriculture, horticulture, soil sciences or agroforestry areas, sufficient to provide knowledge of basic microbiology, agronomy, plant entomology and pathology, and hygienic conditions in the production and processing of horticulture crops as relevant to the crops certified.

b) Work Experience – The Evaluator shall have at least 4 years of post qualification experience in horticulture or agriculture production, including at least two years of work experience in quality assurance within farm management, inspection or enforcement, or the equivalent. The number of years of total work experience may be reduced by one year if the auditor has completed appropriate post graduate education in the education relevant to horticulture and/or agriculture sector.

c) Training – Following training requirements need to be complied with by evaluators:

i. Auditor Training: Successful completion of training in audit techniques based on ISO 17021/19011 for minimum duration of one day for inspectors and for auditors a LA training of minimum duration of 37 hours based on ISO 19011 recognised by industry and certificate shall specify the course as well as duration and shall cover the auditing techniques, skills, psychological aspects, communication methods, reporting, and a practical case study.

ii. Food Safety and Hygiene: Training on HACCP principles as part of the formal qualification or by successful completion of a formal course based on the principles of codex Alimentarius. It can be in the form of internal training by CB. The duration shall be minimum 8 hours. Training on Food hygiene as part of the formal qualification or by successful completion of a formal course. It can be internal training by CB. The duration shall be minimum 8 hours. This course shall cover site management, water, fertilizer, equipment, facilities and personal hygiene and shall also include practical case studies. Both the trainings can be combined but shall be of a minimum duration of 16 hours.

iii. Farm management principles: Training in Plant protection products, Fertilizers, Integrated pest management, integrated nutrient management as part of the formal qualification or by successful completion of a formal training course by qualified agronomist. CB shall train the evaluators on the standard customized to the trainees before signing off.

iv. Quality management Systems: The auditors have to attend 2 days QMS training offered by SO and pass the exam for each new version.

v. The in-house trainer shall be responsible for training all the respective GLOBALG.A.P. auditors and inspectors (based on IndG.A.P.). In case of change in personnel, the same shall be trained by the trainer within 3 months of induction.

d) Audit experience – Experience of conducting audits/inspections in farm sector. Experience of conducting audits of crop-based system shall also be considered. For initial qualification as an auditor for IndG.A.P. scheme at least 12 man-days of audits in Quality management system (ISO 9001, ISO 22000, ISO 14000, OSHAS 18000, BRC food, IFS food, GLOBALG.A.P., Organic ICS in at least 4 different organizations, in the last 3-year period shall be required. The time spent by the observer/trainee shall not count towards time spent on evaluation. Audit experience as stated in this clause is essential for all auditors for the purpose of qualification.

e) The Evaluators shall complete IndG.A.P. on line training and exam once made available. Along with the updates within 3 months of release of the test in the respective language of evaluators.

f) Working language skill and product knowledge -The auditors and inspectors shall have practical knowledge on the product they are inspecting and shall be

familiar with the local language or national language or a language which both (auditee and auditor) can communicate. Any exemption to this shall be consulted with SO and permission to be sought before inspection/audit.

g) Evaluators signing off-

i. The inspector/ Auditor shall take part as an observer for at least one option-1 inspection or 1 producer group member inspection. This is not applicable for already approved IndG.A.P. inspector. CB shall witness minimum of one option-1 inspection or 1 producer group member inspection by and already qualified inspector/ Auditor. For Auditors in addition to this a QMS witness has to be done by an already qualified auditor.
ii. For CB first inspector/Auditor CB shall develop its own procedure and as minimum these shall be applicable.
iii. Technical knowledge on the fruits and vegetables (sub-scope), identification ability of food safety risks/ hazards, Ability to assess HACCP system and identify/challenge critical control point. Up to date knowledge on Plant protection products, Fertilizers, Integrated pest management and integrated nutrient management, ability to carry out traceability check and mass balance analysis.
iv. Knowledge on the local legislation where specific control point refers to local legislation. Communication and behavioral skill to conduct inspections and the working language knowledge.

h) Maintenance of Competence

i. The inspectors/auditors shall at least do 5 inspections at different organizations or 10-man days of inspection in at least 2 different organizations for IndG.A.P./ GLOBALG.A.P. inspections. If the CB has less clients and due to which if this condition cannot be full filled then it has to informed to SO and exception permission to be obtained. Witnessed inspections can also be counted to it.
ii. Witness inspection for all IndG.A.P. inspectors/auditors shall me carried out at least once in 4 years or the standard version changes whichever is earlier.
iii. If competency is not maintained clause g) shall apply
iv. These requirements are not applicable to scheme managers who are not doing any inspections.
v. The CB shall have in place a system for the on-going calibration and training of its inspectors and auditors. The CB shall carry out annual internal refreshing/update training to inspectors/auditors. Records of those trainings shall be maintained.

i) Inspector/Auditor rotation requirement- The same inspector/Auditor shall not be used consecutively for more than 4 years regardless whether it is announced or unannounced inspection in case of option-1. In case of option-2 the auditor needs to be rotated (no more than 4 years). Inspectors can be the same. In case CB has only one inspector / Auditor then the exception has to be received from SO.

j) Key tasks-

i. The inspector/auditor has to do inspection of farms/producer members of the group/ sites in case of multi sites with QMS to access compliance with the IndG.A.P. certification requirements and may include shadow inspections of the internal inspectors of producer group or option-1 multisite with QMS.
ii. They shall produce timely and accurate reports for the inspection done by them which needs to be signed to be auditee during the closing meet. All fields will be filled by the evaluators and any thing which is mandatory (No N/A) will be need to

be mandatorily filled during the evaluation. They shall also record the timings and other details of the inspection report.

iii. The auditor/s need to do assessment of QMS of the producer group/option-1 multi sites with QMS to access compliance with the IndG.A.P. certification requirements using the check list provided by scheme owner and can do all task assigned to inspector.

iv. Other task may include works assigned by CB outside the scope of IndG.A.P. provided it will not conflict the requirement set out in ISO 17065 and IndG.A.P. requirement. Maintain up to date files on quality polices, work instructions procedures and other documents issued by CB relevant to inspectors'/auditors' job.

v. To stay updated of the legislation and its changes relevant to the scope of inspections/ audits

k) Independence and confidentiality -

i. The inspector shall sign confidentiality agreement and any conflict shall be declared to the CB. And shall maintain strict confidentiality regarding the information and records

ii.

iii. The inspectors/auditors shall not do the inspection/audits if they have worked, given consultation etc., to the client/ Producers during the past 2 years, Training given on generic topic inspection/ audit standards are not considered as consultations it shall not be tailor made to suit organizations requirement or shall not include specific solutions to a issue.

iv.

v. Auditors shall not take certification decisions for the audits/ inspection done by them

vi.

vii. All qualifications, trainings and experience records shall be maintained by the CB for verification by the AB during audit

A.6.1.3.5 Selection of audit team - The evaluation team may consist of one or more members. The certification body shall ensure the competence of the evaluation team as stated below:

a) As part of evaluation team, the certification body may use auditors who do not have the requisite qualifications as prescribed above provided they are supported by technical experts (TEs) who meet the qualifications at A.6.1.3.4 a) and b) above. The time spent by the TE on an audit shall be in addition to the audit time as prescribed under the 'Certification Process' which the CB is expected to spend.

b) In case of an evaluation team, one of the evaluators shall be designated as team leader based.

A.6.1.4 Management of personnel involved in the certification process

A.6.1.4.1 The certification body shall have defined and documented processes for recruitment selecting, training, formally authorizing personnel for functions like application review, evaluation and technical review/decision making functions. Where applicable the initial competence evaluation shall include a demonstration of applicable personal attributes and the ability to apply required knowledge and skills during actual performance of the activity, as determined by a competent evaluator.

A.6.1.3.5 Selection of audit team - The evaluation team may consist of one or more members. The certification body shall ensure the competence of the evaluation team as stated below:

a) As part of evaluation team, the certification body may use auditors who do not have the requisite qualifications as prescribed above provided they are supported by technical experts (TEs) who meet the qualifications at A.6.1.3.4 a) and b) above. The time spent by the TE on an audit shall be in addition to the audit time as prescribed under the 'Certification Process' which the CB is expected to spend.
b) In case of an evaluation team, one of the evaluators shall be designated as team leader based.

A.6.1.4 Management of personnel involved in the certification process

A.6.1.4.1 The certification body shall have defined and documented processes for recruitment selecting, training, formally authorizing personnel for functions like application review, evaluation and technical review/decision making functions. Where applicable the initial competence evaluation shall include a demonstration of applicable personal attributes and the ability to apply required knowledge and skills during actual performance of the activity, as determined by a competent evaluator observing the conduct of the activity or through review of records, as relevant and applicable.

A.6.1.4.2 The CB shall have documented procedure for carrying out initial competence evaluation leading to the formal authorization of personnel for specific functions in the certification process. The evaluation process may include a combination of methods like review of records, feedback, interviews, observations (of persons performing the task) and examinations. Depending upon the role and functions in the certification process the appropriate combination of methods shall be chosen.

A.6.1.4.3 In respect of evaluation personnel, the certification body shall have a process to achieve and demonstrate effective evaluations, including the use of evaluators and evaluation team leaders possessing generic auditing skills and knowledge, as well as skills and knowledge appropriate for evaluating in specific technical areas.

A.6.1.4.4 The certification body shall ensure that evaluators (and, where needed, technical experts) are knowledgeable of its audit processes, certification requirements (including IndG.A.P. Certification Scheme requirements) and other relevant requirements. The certification body shall ensure that the evaluators and technical experts have an access to an up-to-date set of documented procedures giving instructions for conducting evaluations and all relevant information on the certification activities.

A.6.1.4.5 The certification body shall use evaluators and technical experts, only for those certification activities where they have demonstrated competence.

A.6.1.4.6 The certification body shall identify training needs and shall offer or provide access to specific training to ensure its evaluators, technical experts and other personnel involved in certification activities are competent for the functions they perform. The certification body shall also have a process to achieve and demonstrate effective evaluation of the training process.

A.6.1.4.7 The certification body shall ensure the satisfactory performance of all personnel involved in the evaluation and certification activities. There shall be documented procedures and

criteria for monitoring and measurement of the performance of all persons involved, based on the frequency of their usage and the level of risk linked to their activities. In particular, the certification body shall review the competence of its personnel in the light of their performance in order to identify training needs.

A.6.1.4.8 The documented monitoring procedures for evaluators shall include a combination of on-site observation, review of evaluation reports and feedback from clients or from the market.

A.6.1.4.9 The certification body shall periodically observe the performance of each evaluator on-site. The frequency of on-site observations shall be based on need determined from all monitoring information available, but should not be greater than once a year.

A.6.1.4.10 The certification body shall make clear to each person concerned their duties,

A.6.1.4.11 The personnel records shall also include up-to-date information about their affiliations and any relevant consultancy that may have been provided, which may be considered as potential source of conflict of interest, while assigning evaluation and other jobs to them. This is most relevant in respect of the external resources.

A.6.1.5 Use of individual external evaluators and external technical experts

A.6.1.5.1 The external evaluators and external technical experts, used by the certification body shall have the same competence and qualification process as for internal personnel.

A.6.1.5.2 The certification body shall require external auditors and external technical experts to have a written agreement by which they commit themselves to comply with applicable policies and procedures as defined by the certification body. The agreement shall address aspects relating to confidentiality and to independence from commercial and other interests, and shall require the external auditors and external technical experts to notify the certification body of any existing or prior association with any organization they may be assigned to audit.

NOTE: Use of individual auditors and technical experts under such agreements does not constitute outsourcing as described under A.6.2.

A.6.1.5.3 The contract shall also require the personnel to proactively declare about affiliations (personal and professional) and other jobs/associations like consultancy, etc which may have potential for presenting conflict of interest. It shall also include information about any other association that the individual feels have the potential for threat to impartiality.

A.6.2 Outsourcing/subcontracting

This clause Corresponds to the requirements specified in clause 6.2.2 of ISO 17065:2012.

A.6.2.1 The certification body operating the IndG.A.P. Certification Scheme shall not outsource any activity other than testing**.** Sending of samples to the CB's own laboratory shall also be considered as sub-contracting.

A.6.2.2 Test Laboratory

A.6.2.2.1 If required, the certification body shall test all samples of farm produce or semi- finished produce drawn for independent evaluation, in a laboratory accredited to ISO 17025 by NABL with relevant scope of accreditation, for ascertaining conformance to the certification criteria.

A.6.2.2.2 The certification body shall maintain a directory of laboratories to which it intends to sub-contract. It shall have a formal contract with the sub-contracted laboratories for provision of competent services and also for ensuring aspects like impartiality and confidentiality as relevant.

A.6.2.2.3 If the certification body uses an in-house laboratory (part of the same legal entity), it shall be ensured that there exists an adequate separation, in terms of organization structure and reporting and defined responsibilities. It shall also ensure through above means and policies and procedures, that there is no possibility of compromising the independence of the lab personnel by bringing undue pressure over them.

A.6.2.2.4 The certification criteria against which the product is to be tested or if in case of complaint shall be clearly mentioned and communicated to the testing laboratory. The sample(s) shall be so dispatched that they do not get damaged and or contaminated, undergo deterioration, and the product integrity is maintained. The certification body shall have a documented procedure for drawal of samples and their subsequent handling and dispatch to the laboratories. The procedure shall also include aspects like receipt of test reports and their evaluation.

A.7 Process Requirements

A.7.1 The certification body shall establish appropriate operational systems (internal processes and procedures) for carrying out certification activities as per the requirements specified in the document “IndG.A.P. Certification Process” of the Scheme and meeting the generic certification process requirements as stated in respective standards – clause 7 of ISO 17065:2012.

A.7.2 The certification body may also develop and document any additional guidance documents considered essential for uniform application of the certification criteria and certification/scheme requirements by its personnel and for the purpose of knowledge sharing.

A.8 Management system requirements

A.8.1 Options

A.8.1.1 General

The purpose and objective of which ever option the CB chooses is same – establish and maintain management system that is capable of achieving the consistent fulfilment of:

a) the requirements of ISO/IEC 17065:2012,
b) additional requirements specified in this document, and
c) the requirements pertaining to the “IndG.A.P. Scheme”, specified in the relevant Certification Process documents.

A.8.1.2 Options A

In respect of option A the additional management system elements as given vide clauses A.8.2 to A.8.8 of this document shall be addressed by the CB to support the implementation.

A.8.1.3 Management System Requirements

The IndG.A.P. Secretariat will allow provisionally approved CBs with a previous ISO/IEC 17065:2012 accreditation to issue a limited number of non-accredited certificates before final approval. The maximum number of producers that may receive non-accredited

certificates (Option 1, Option 2, and benchmarked Options 3 and 4) per scope (Crops) is 20.

A.8.2 General management system documentation (Option A)

A.8.2.1 The established, documented and maintained policies and objectives shall ensure the fulfilment of requirements specified in ISO 17065, the additional criteria/requirements as specified in this document and the IndG.A.P. certification scheme documents, like certification process, etc.

A.8.2.2 The CB shall establish, document, implement and maintain its processes and procedures for ensuring fulfilment of requirements specified in ISO/IEC 17065:2012, the additional criteria/requirements as specified in this document and the IndG.A.P. Scheme related documents like IndG.A.P. Certification Process and IndG.A.P. Criteria. The documentation shall cover both management system aspects and technical competence aspects with appropriate linkages and with clear description of the structure of the documentation established by the CB.

A.8.2.3 The CB's system for access to documents, and information by its internal personnel, shall also be extended to the external persons involved in its certification activities, as relevant to their responsibilities.

A.8.2.4 CBs shall continually register all auditors and inspectors in their database.

A.8.3 Control of documents (Option A)

A.8.3.1 All the requirements as specified in clause 8.3 of ISO 17065 shall also apply to the IndG.A.P. Scheme relevant documents established by the CB as well as relevant external origin documents.

A.8.4 Control of records (Option A)

A.8.4.1 The CB's system for control of records shall also include records related to fulfilment of the additional criteria/requirements as specified in this document and other IndG.A.P. scheme related documents.

A.8.5 Management review (Option A) A.8.5.1 General

A.8.5.1 The review by the CB's top management shall also include review of its management system in order to ensure its continuing suitability, adequacy and effectiveness, including the stated policies and objectives related to the fulfilment of the additional criteria/requirements as specified in this document and other IndG.A.P. scheme related documents.

A.8.5.2 The frequency of management reviews should be determined by the certification body, taking account of the results from internal audits and previous reviews and reports from an accreditation body and feedbacks from regulators, if any. However, it shall not be less than once a year and should generally be timed following the internal audit.

A.8.5.3 An agenda for management review meeting listing all the items stated vide clause 8.5.2 a) to h) of ISO/IEC 17065:2012, alone are not considered as review inputs. It needs to provide adequate information to enable an appropriate review and generation of output in line with the requirements.

A.8.5.4 The outcome of a management review should include the setting up of measurable quality objectives for the coming period and proposed improvements to the CB's

management system and its processes for ensuring fulfilment of all the relevant requirements (see A.8.5.1

A.8.6 Internal audits (Option A)

A.8.6.1 The objectives of the internal audit shall also include verification of fulfilment of requirements of the additional criteria/requirements as specified in this document and the IndG.A.P. Certification Scheme specific requirements.

A.8.6.2 The audit program shall cover all the elements of ISO/IEC 17065:2012, the additional criteria/requirements as specified in this document and the IndG.A.P. Certification scheme specific requirements.

A.8.6.4 The internal audit shall be conducted by personnel knowledgeable in certification, auditing and the requirements of ISO 17065, the additional criteria/requirements as specified in this document and the IndG.A.P. Certification scheme specific requirements.

A.8.6.5 The internal audit report shall clearly report both the compliance (to the requirements specified vide G8.6.1) aspects as well as the observed gaps (non- conformities) areas for improvement, along with the objective evidences to support the conclusions drawn.

A.8.7 e actions (Option A)

A.8.7.1 The CB's documented procedure shall clearly identify the responsibilities for various steps in the non-conformity identification and corrective actions determining process.

A.8.7.2 The CB's documented procedure shall clearly indicate the information sources which will enable it to identify the non-conformities and the procedure for their management. The information sources may not be limited to internal audit and complaints.

A.8.7.3 The CBs shall use an appropriate technique for and analysing and determining the root cause.

A.9 Extension of Scopes, Sub-scopes, Approved Modified Checklists, and Benchmarked Schemes

A.9.1 IndG.A.P. approved CBs that want to extend their scope of IndG.A.P. certification shall follow all steps and requirements for approval and/or accreditation as applicable and shall apply for the accreditation of the new scope before signing the agreement of extension of scope with IndG.A.P. Standards such as PSS, HPSS, CFM, AMCs, benchmarked schemes, etc., or local G.A.P. programs and IndG.A.P. Add-ons will be considered as new scopes.

A.9.2 IndG.A.P. approved or accredited CBs that are willing to extend their sub-scope of certification within a scope, shall have a minimum of 1 inspector or auditor who complies with specific IndG.A.P. inspector or auditor sub-scope requirements. A formal application shall be sent to the QCI Secretariat.

A.9.3 The CB shall apply for the accreditation of the new sub-scope after provisional approval as mentioned within stipulated timeline.

A.9.4 Prerequisites for the extension of scope or sub-scope as the case is availability of adequate resources including an in-house trainer for the new sub-scope(s). In the absence of training opportunity, the CB shall need to register for the next upcoming

training. The provisional approval shall be withdrawn where the CB does not attend or fail the applicable in-house training.

A.9.5 IndG.A.P. approved CBs willing to extend their approval to an AMC or benchmarked scheme -within the same scope and sub-scope- shall send an application request to the QCI. Secretariat. In case of benchmarking to GLOBALG.A.P., a copy needs to be sent to GLOBALG.A.P. secretariat as well.

IndG.A.P. SUBLICENSE AND CERTIFICATION AGREEMENT

This sublicense and certification agreement (hereinafter **"Agreement"**) for participation within the framework of the India Good Agricultural Practices (IndG.A.P.)

is between

_____

(Company legal name and type) hereinafter **"Certification Body" or "CB"**

represented by

_____ _____

Name (Use block capitals) Title

and

_____

_____

(Company legal name and type, e.g., Inc., LLC, etc.; include D/B/A name if applicable.)

_____

_____

_____

(Company legal address)

hereinafter **"Contracting Party" or "CP"**

represented by

_____ _____

Name (Use block capitals) Tite

together **"the Parties"**

Whereas

Worldwide retailers, food service, food manufacturers, agricultural producers, and other interested parties have developed a comprehensive system of good agricultural practices (G.A.P.) designed to secure improved consumer and environmental protection, practices aligned with sustainable production, as well as social and animal welfare. The system is based on general regulations and general rules, control points and compliance criteria, checklists, and, where applicable, approved national interpretation guidelines, guidelines, supporting documents, and approved modified checklist (AMC) standard documents. The system furthermore contains a library of agreements between legal entities such as producers/producer groups/members of producer groups, sales organizations, packers, brokers, resellers, traders, manufacturers, operators of quality assurance systems, Farm Assurers, certification bodies, Market Participants and the Scheme Owner PADD, QCI (hereinafter "QCI").

Definitions

AB	stands for 'accreditation body' and refers to an organization that accredits the certification body according to the ISO/IEC 17065 standard and that has signed the 'Memorandum of Understanding' with Scheme Owner (PADD, QCI).
AMC	stands for 'approved modified checklist' and refers to a standard with locally adapted G.A.P. requirements that are recognized by GLOBALG.A.P. as equivalent to GLOBALG.A.P. control points and compliance criteria (CPCC) and which use the 'GLOBALG.A.P. General Regulations' (GR) as certification rules.
Certification Body	refers to an entity that has signed the license and certification agreement with QCI to engage in a contractual relationship with contracting parties (see below) to perform inspections/audits on their operations.
Chain of Custody	refers to the traceability concept i.e. Chain of Custody that covers the supply chain from the producer to the retailer and serves to verify segregation and traceability within the supply chain of any products from processes certified by IndG.A.P.
Contracting Party	refers to those producers, producer groups, producer organizations, sales organizations, handling facilities, packers, resellers, traders, and manufacturers that produce or commercialize agricultural products and undergo verification/inspection/audit, and/or certification/approval activities with certification bodies. 'Contracting party' includes CP as indicated on page 1.

Data collecting	refers to the acquisition of data on the data subject (see below).
Data processing	The CBs are bound with confidentiality and are prohibited to share information to any other individuals according to applicable Indian acts and regulation.
Data subject	refers to the individual which the personal data identifies.
Data use	refers to any utilization of personal data other than processing.
Database	refers to the applicable database maintained by the certification body and the applicants, accreditation bodies and the Scheme Owner.
IndG.A.P. UIN	stands for 'Unique Identification Number issued by the Certification Bodies to the applicants. refers to a unique identifier assigned to each and every producer and any other legal entity in the IndG.A.P. system by a CB.
IndG.A.P. claim	refers to when a contracting party claims and/or markets that a process, service, or product complies with a standard/module/ program of the IndG.A.P. system. This includes off-product claims and on-product labeling with a QR code logo, or any numeric identifier including a UIN.
IndG.A.P. library of agreements	consists of various licenses and agreements (between PADD, QCI and a certification body/verification body), as well as of sublicense and certification agreements (between a certification body and an applicant).
PADD, QCI	refers to the owner and administrator of the IndG.A.P. system, PADD, QCI as IndG.A.P. Scheme Owner.
Integrated Farm Assurance (IFA)	refers to the modular GLOBALG.A.P. on-farm certification standard and all its system rules as a scope of the licensed services (see below).
Integrity assessment	refers to surveillance visits and assessments conducted or commissioned by QCI within the framework of the Integrity Program.
Integrity Program	refers to the IndG.A.P. Integrity Program, which is a quality management system designed to ensure the consistent delivery and execution of the IndG.A.P. system, as well as a feedback mechanism to continuously improve all aspects of the system.

Integrity Surveillance Committee (ISC)/Steering Committee	refers to a committee established by IndG.A.P. which advises the IndG.A.P. Secretariat and IndG.A.P. on various issues.
Licensed services	refers to registration, third party inspection/audit and certification, and approval provided by the certification body as scope of activities to the applicant.
Market Participant	refers to companies or individuals who trade with certified/registered products.
Personal data	refers to any information concerning the personal or material circumstances of an identified or identifiable natural person.
PGM	stands for 'producer group member' and refers to those producers who are affiliated with contracting parties, but have no direct contractual agreement with respect to registration and/or certification activities with a QCI licensed certification body/verification body.
QR code logos	refers to the QR (Quick Response) code logos designed by IndG.A.P. and used by anyone in the Scheme.
Territory	is, for the purposes of this Agreement, India. A certification body willing to provide IndG.A.P. licensed services in the rest of the world, shall enter into a contractual agreement with QCI.
Trademark/Certification Mark	refers, for the purposes of this Agreement, to the names, logos, QR code logos/certification mark, and trademarks owned by "IndG.A.P."/QCI whereas, GLOBALG.A.P. or any other trademarks are owned by respective organisations.

NOW THEREFORE IT IS AGREED:

1. SUBJECT OF THIS AGREEMENT

This Agreement establishes the rights and obligations of Certification Body (hereinafter "CB") as an independent organization for inspection, audit, certification, and/or approval of Contracting Party (hereinafter "CP/applicant") for the licensed services within the framework of the IndG.A.P. system.

2. GRANT OF SUBLICENSE

2.1 QCI has granted a non-exclusive, non-transferable license to CB to use the Certification Mark, within the Territory; to enter into sublicense and certification agreements with contracting parties; register contracting parties; enter producer and product information provided by contracting parties and their PGMs into the database; collect checklist information, record corrective actions into a report, and to conduct registration, third-party inspection/audit certification or second-party verification and approval to contracting parties.

2.2 CB hereby grants a non-exclusive, non-transferable sublicense to CP for the use of the Trademark/Certification Mark provided CP has been successfully certified/approved and is in compliance with the relevant requirements of the INDG.A.P. system. The sublicense granted to CP entitles CP to distribute and market their products under the Trademark only to the extent that these products have been registered with CB and are produced, handled, or traded in a production site or location registered with CB in full compliance with the compulsory conditions of the 'IndG.A.P. Sections' published in the PADD, QCI website.

2.3 CP is not entitled to grant sublicenses of the Trademark.

2.4 This sublicense is valid only to the extent that all fees and duties to CB and to PADD, QCI have been settled in full.

3. IndG.A.P. SYSTEM

3.1 CP shall comply with all provisions and requirements of the IndG.A.P. system within the scope of the licensed services in their most recent version and with this Agreement.

3.2 Where applicable for AMCs and private standards other than IndG.A.P. standards, CP shall in addition to this Agreement adhere to the rules laid down under those standards, which may differ from the IndG.A.P. system.

3.3 CB shall make available to CP any applicable changes made by QCI in the IndG.A.P. system documents as published on the QCI website (https://www.qcin.org/).

3.4 Certification to IndG.A.P. standard is not an assurance or guarantee that food is safe for consumption, or that the food and supporting production systems meet all applicable regulations and best practices in the country of production or country of intended destination.

4. CERTIFICATION Mark/TRADEMARK, QR CODE LOGOS, AND INDG.A.P. NUMBER as per Section 6 of INDG.A.P.

4.1 CP shall follow the relevant IndG.A.P. system rules and obligations concerning the use of the Certification Mark/Trademark or any INDG.AP. numerical identifier issued by INDGA.P. (e.g. UIN, GGN (where applicable)) within the scope of the licensed services.

4.2 The IndG.A.P. trademark shall appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products in compliance to the relevant Section (6) for use of Mark of INDG.A.P. Scheme and provisions of FSSA, 2003.

4.3 The logos (or QR codes where pre-approved by CB) may appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products.

4.4 CP shall use the Certification Mark/Trademark only in connection with products/processes/services complying with the requirements of the IndG.A.P. system within the scope of the licensed services.

4.5 In case of a producer group, CP shall ensure that all PGMs act according to the rules mentioned in this Agreement. This also applies to the Trademark and/or IndG.A.P. unique identification number (UIN).

4.6 CP shall use the Trademark only in the manner provided by INDG.A.P., and CB shall not alter, modify, or distort them in any way.

4.7 CP shall indicate, the status of Mark in case if it is registered (it could be the applicants Mark as well).

4.8 CP is entitled to use the IndG.A.P. name and/or certification mark/trademark for traceability/segregation/identification purposes only on-site at the production and handling location(s).

4.9 CP is entitled to use the IndG.A.P. name and/or trademark in business-to-business communication as the IndG.A.P. claim only according to the IndG.A.P. system rules of the applicable scope of the licensed services as indicated.

4.10 CP shall use neither the Trademark, nor a IndG.A.P. numerical identifier as part of CP's company name, nor in any other way to imply that IndG.A.P. is part of CP's business.

4.11 CP shall not use the Trademark and/or a IndG.A.P. numerical identifier in any manner that could be construed as distasteful, offensive, or controversial.

4.12 CP shall not use the Trademark and/or a IndG.A.P. numerical identifier in any manner that discredits or tarnishes the reputation or goodwill of QCI; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between QCI and CB and/or between QCI and CP.

4.13 CP shall make clear to third parties and consumers that QCI is not the producer of the goods/products. CP shall indemnify QCI and CB against possible product liability claims arising out of the use of the Trademark and/or IndG.A.P. numerical identifier.

4.14 CP agrees that the nature and quality of the licensed services shall not be contrary to the framework of the IndG.A.P. system, and all uses of the Trademark and/or IndG.A.P. numerical identifier in all advertising, promotional, and/or other forms shall be under the control of QCI. CP agrees to cooperate with QCI in facilitating QCI's control of such use of the Trademark and IndG.A.P. numerical identifier.

4.15 In the case of AMCs' and private scheme trademarks, CP shall only use them according to the owner(s)'s rules and specifications.

4.16 CP shall advertise and promote the licensed services in accordance with all applicable national, state, provincial, local, or other laws and regulations. QCI's approval of any sample advertising or promotional materials is not to be construed to mean that QCI has determined that the advertising or promotion conforms to the laws or regulations of any jurisdiction.

4.17 Any further variation of usage is to be agreed upon by CP and CB. Amendments must be in writing and require the prior written approval of QCI to be valid.

4.18 Where CP does not yet or no longer complies with the requirements of the licensed services, neither a Trademark nor a IndG.A.P. numerical identifier can be used.

4.19 Any objective evidence that indicates that CP or an applicant has been misusing the Trademark and/or the IndG.A.P. claim shall lead to the exclusion of CP or an applicant contracting party from the IndG.A.P. system for twelve (12) months after evidence of misuse.

4.20 CP shall promptly cease and desist from any and all use of the Trademark and/or IndG.A.P. numerical identifier upon termination of this Agreement for any reason.

4.21 QCI is entitled to enforce all provisions set forth in clause 4. of this Agreement directly.

5. OWNERSHIP OF TRADEMARK AND QR CODE LOGOS

5.1 The Trademark is the sole property of QCI. QCI non-exclusively licensed them to CB. During the term of this Agreement and thereafter, CP shall not inappropriately use the title of CB and QCI, nor aid others in questioning or disrupting the validity of the marks or this Agreement; and ensure that all use of the mark by CP inures to the benefit of CB and QCI.

5.2 CP shall provide documents and information reasonably necessary with respect to activities required to maintain the rights of QCI and CB in the Trademark, and to confirm QCI's and CB license ownership of those rights. CP shall cooperate with such parties in obtaining and maintaining applications and registrations as may be required, for example by providing usage information.

6. INTEGRITY PROGRAM

6.1 CP shall cooperate with QCI during Integrity Program activities and close any CP non-conformity found during an integrity assessment. Refusing, hindering, or avoiding an integrity assessment may lead to CP suspension and loss of certification.

6.2 Before, during and after an integrity assessment, CP shall grant CB, QCI access to its production, storage, handling sites, company offices, and employees and to all IndG.A.P. system-related documents and records reasonably necessary to show compliance with the IndG.A.P. system. CP shall also provide CB, QCI with all IndG.A.P. system-related information.

6.3 If subcontractors are involved in production, CB, QCI are entitled to perform a full on-site verification/inspection/audit of the subcontractor for those activities related to the IndG.A.P. system. CP shall ensure that free access is provided by the subcontractor upon the request of CB, QCI.

6.4 If CB acting on behalf of QCI detects non-conformities, CP shall bear any costs resulting from follow-up inspections.

6.5 To verify continuous compliance with the IndG.A.P. system, CB is entitled to perform unannounced on-site and random verification/inspection/audit according to the relevant IndG.A.P. system rules. CP shall grant access in these cases as described in clauses 7.2 and 7.3.

6.6 In addition to the conditions set forth in clause 7.5, QCI is entitled to directly instruct CB to verify/inspect/audit CP.

6.7 CP shall, upon request, make available to CB and/or QCI any and all information, including records, relevant to their activities under the IndG.A.P. system. CP shall ensure that CB, whether acting on behalf of CP or QCI, provides QCI upon request with information according to the relevant IndG.A.P. system.

6.8 The results of any integrity assessment will be available to CB, the AB of CB, and –

where applicable – to the AMC and private standard owner.

6.9 CP shall actively cooperate with QCI during the management of complaints related to CP or to CB. In particular, CP shall not refuse, hinder, or avoid investigations into residue, contamination, traceability, fraud, or other CB investigations in the case of a complaint. Failure to cooperate may result in CP certificate suspension and loss of certification.

6.10 In the case of a residue, contamination, traceability, fraud, or complaint investigation, QCI and CB shall be entitled to directly take or require CP to take product, water, or soil samples for laboratory analysis. Third-party sampling by CB or a collaborating firm may be required. A summary/report of the investigation shall be sent to CP. Where complaints are found to be valid, QCI is entitled to charge CP all or part of the investigation costs following the decision of the Integrity Surveillance Committee.

6.11 In the case of information bearing potential impact on the product status/claim is transmitted to QCI or to the IndG.A.P. Secretariat about a IndG.A.P. certified/registered producer (e.g., exceeded residue limit, microbial contamination, etc.), it is the responsibility of CP to provide evidence of compliance with the IndG.A.P. system and standards.

6.12 To maintain the integrity of the IndG.A.P. system, CB and CP shall immediately report to QCI any event likely to have a negative impact on the IndG.A.P. system as a whole, including but not limited to food safety outbreaks, recalls, and/or official investigations. Acting under the direction of QCI, CB shall be entitled to temporarily suspend CP's certificate for a reasonable period of time while any such event is being investigated. As part of the investigation process, CB and QCI will coordinate on review and possible reinspection as needed.

6.13 Where CP is found to have been misusing any IndG.A.P. claim, CP shall be precluded from participating further in the IndG.A.P. system.

7. LIABILITY

7.1 CP shall indemnify and hold harmless CB and QCI for all damage and costs (including defense costs) to CB or QCI directly or through claims, causes of action, or suits (hereinafter "claim" or "claims") of whatever judicial or extrajudicial form asserted by any third party against the Farm Assurers, and/or CB, or QCI, whether sounding in contract, tort, or otherwise, or arising from violation of any provision of this Agreement.

7.2 CP shall indemnify CB and QCI against claims and damages claimed by third parties as set forth in clause 12.1 above.

7.3 CB shall not be liable for any infringement of any obligations under this Agreement or of third-party rights in connection with the use of the Trademark

or IndG.A.P. numerical identifiers except where CP can prove that such infringement was caused by a willful or grossly negligent act or omission by CB.

7.4 CP shall inform QCI and CB of any third-party claim for damages and/or injunctive relief arising from the use of the Trademark.

7.5 CP will not claim any damage or start any legal action against QCI if CP personal or production data that is published according to the data access rules is misused by a third party or by CB.

8. TERM AND TERMINATION

8.1 This Agreement is for the period from the date of the signature of this Agreement until issuance and execution of an updated version, unless terminated earlier. This Agreement will automatically be extended for one (1) year if either Party does not terminate the Agreement by giving the other three (3) months written notice prior to the end of this Agreement. Either Party must notify the other Party of the termination of this Agreement in writing. A termination of certification will indicate a termination of this Agreement without formal written notice being issued.

8.2 The right to terminate this Agreement in exceptional circumstances and for material reasons remains unaffected. Such material reasons include, in particular, willful or negligent infringements of this Agreement by one of the Parties, which are not remedied despite a formal notice to terminate the infringement within a reasonable period.

8.3 On termination of this Agreement, the right of CP to use the IndG.A.P. claim including the Trademark or IndG.A.P. numerical identifiers terminates with immediate effect.

8.4 This Agreement ends automatically without prior notice if:

- the Trademark or IndG.A.P. numerical identifier is cancelled and/or
- with termination of the license and certification agreement between CP's certification body/verification body and QCI.
- the certified producer or producer group does not seek recertification and the certificate expires, provided that all financial and other obligations have been met between CP and CB.

8.5 In the event of transfer to new CB, the earlier CB is obliged to provide CP with all information and undertake all action necessary to facilitate the transfer of this Agreement with CP to a new CB.

9. PARTS AND ALTERATIONS/AMENDMENTS OF THIS AGREEMENT

9.1 The IndG.A.P. system documents in the most recent versions (available at PADD, QCI website), alterations or amendments of these documents are part of this Agreement, provided CP does not object to a specific alteration or

amendment within two (2) weeks after the alteration or amendment has been made public on or in any other appropriate manner. In the event of an objection, both Parties are entitled to terminate this Agreement within two (2) weeks after receipt of the objection by CP.

9.2 CP shall without delay transform or implement the alterations or amendments which are part of this Agreement.

10. GOVERNING LAW AND ARBITRATION

10.1 This Agreement is exclusively governed by, and construed in accordance with, and the legal relations between the Parties hereto to be determined in accordance with the Indian law.

10.2 All disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the existing Arbitration Act.

The place of arbitration is New Delhi, India and the language of the arbitration proceedings shall be English and/or Hindi.

11. CONFIDENTIALITY

11.1 CB shall make appropriate arrangements to safeguard the confidentiality of the information obtained or created during the performance of certification/verification activities at all levels of its structure, including committees and external bodies or individuals acting on behalf of CB.

11.2 CB shall inform all involved parties including CP and/or their members, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by QCI, is to be considered confidential.

11.3 CB shall not disclose information about CP to a third party without the prior written consent of CP, unless required in this Agreement.

11.4 Where confidential information is made available to other bodies (such as ABs, AMC

12. THIS AGREEMENT COVERS THE FOLLOWING STANDARDS, SCOPES, AND SUB-SCOPES WITHIN THE IndG.A.P. SYSTEM.

The scope of the licensed services:

STANDARDS	SCOPE	SUB-SCOPE		Date effective from:
IndG.A.P.	All Farm Base and Crops Base	Fruit & Vegetables	☐	
		Combinable Crops	☐	
		Green Coffee	☐	
		Tea	☐	
		Spices	☐	
		Agro-Biodiversity	☐	

13. REFERENCE DOCUMENTS

1. 'IndG.A.P. General Regulations' or general rules including the paper certificate template and data access rules of the applicable scope of the licensed services. For the most recent version, please refer to IndG.A.P.'s website (https://qcin.org/india-good-agriculture-practices).

2. Control points and compliance criteria and associated checklist. For the most recent version, please refer to QCI's website (https://qcin.org/india-good-agriculture-practices).

3. General 'IndG.A.P. Fee Table' in its most recent version for the CBs that are applying for approval to PADD, QCI. For the most recent version, please refer to QCI's website (https://www.qcin.org/).

4. For applicants, the approved CBs shall have mechanism for submission of the details.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

Effective Date:_____, 20__

Certification Body	**Contracting Party**
_____	_____
Name of Authorized Representative	Name of Authorized Representative
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
_____	_____
Date Signed	Date Signed
_____	_____
Place Signed	Place Signed
_____	_____
Company Seal/Stamp (Optional)	Company Seal/Stamp (Optional)

Section 6

QUALITY COUNCIL OF INDIA

India Good Agricultural Practices (IndG.A.P.) Certification Scheme

Rules for Use of Certification Mark

Section 6
RULES FOR USE OF CERTIFICATION MARK

1. Purpose:

All producer or producer groups (hereinafter referred as Producer) that have been certified under the IndG.A.P. Certification Scheme (hereinafter referred as Scheme) by the certification bodies approved by Scheme Owner (SO) and have been formally approved by the same, are eligible to use of the Scheme Certification Mark.

1.1. This document describes the process for approval of the Producer for the use of the Certification Mark and the rules for use of the Scheme Certification Mark by the certified Producer fulfilling the above requirements.

1.2. The Scheme Certification Mark, is a protected mark owned by the Scheme Owner. Its use would indicate that the processes of the relevant Producer's farm are in conformity with specified criteria (Certification Criteria for the Scheme) under the Scheme. The "Certification Mark" is also commonly known as a "Logo", however for the sake of aligning it with the international requirements the same will henceforth be referred to as the "Mark".

2. Scope:

2.1. This document covers the rules for use of the IndG.A.P. Certification Mark, hereinafter referred to as the Mark, by the certified producer or producer group and the approved Certification Bodies.

3. Eligibility for use of Mark:

3.1. Producers or producer groups that have been certified under the Scheme by the certification bodies approved by the Scheme Owner, are eligible to apply for approval for use of the Certification Mark(s).

3.2. The certified producer shall apply for use of the Mark to the Scheme Owner through the approved Certification Body which has certified it.

3.3. The certified producer shall sign a legally enforceable agreement with the Scheme Owner whereby it is allowed to use the Mark after agreeing to all the relevant conditions as described in this document.

4. Mark and its usage:

4.1. The Mark(s) shall be IndG.A.P. and it has to be used by the Scheme owner for certification of the producers/producer groups.

4.2. The Mark may be used as any photographic reduction or enlargement.

4.2.1. The certified producer may indicate that the produce originates from a GAP certified field.

4.2.2. The certified producer may affix the logo as per the color design or a pure black & white. The logo would be affix only on IndG.A.P. certified produce.

4.2.3. The producer may insert the claim "Produce originates from a GAP certified farm". This would be placed below the IndG.A.P. logo to differentiate from an uncertified produce.

4.3. QCI (SO) is the owner of the "IndG.A.P." trademark, i.e., the word "IndG.A.P." and the IndG.A.P. logo collectively the "IndG.A.P. Trademark".

4.3.1. The IndG.A.P. trademark shall appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products

in compliance to the relevant Section (6) for use of Mark of IndG.A.P. Scheme and provisions of FSSA, 2003.

4.3.2. The logo may appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products.

4.3.3. The producer may also insert the claim “Produce originates from a GAP certified farm”. This would be placed below the IndG.A.P. logo to differentiate from an uncertified produce.

4.4. CP shall use the Certification Mark/Trademark/Claim only in connection with products/processes/services complying with the requirements of the IndG.A.P. system within the scope of the licensed services.

4.5. The Mark shall be used in such a manner as to imply that the farm produce (as per Sector) has been produced using good practices. **It shall not be used to imply that the produce itself is certified.**

4.6. The Mark shall be used on any document accompanying the lot of certified produce along with the address of the certified farm to indicate to the recipient that the produce is GAP-certified.

4.7. The Mark may be used in publicity material, pamphlet, letter heads, other similar stationary; media for exchange of any communication, for promoting the awareness of the Scheme, or the Mark, etc.

4.8. CP shall use the Trademark only in the manner provided by IndG.A.P., and CB shall not alter, modify, or distort them in any way.

4.9. CP shall indicate, the status of Mark in case if it is registered (it could be the applicants Mark as well).

4.10. CP is entitled to use the IndG.A.P. name and/or certification mark/trademark for traceability/segregation/identification purposes only on-site at the production and handling location(s).

4.11. CP is entitled to use the IndG.A.P. name and/or trademark in business-to-business communication as the IndG.A.P. claim only according to the IndG.A.P. system rules of the applicable scope of the licensed services as indicated. The on-product rules would be driven as per the clauses of the Certification Mark.

4.12. CP shall use neither the Trademark, nor the IndG.A.P. numerical identifier as part of CP’s company name, nor in any other way to imply that IndG.A.P. is part of CP’s business.

4.13. CP shall not use the Trademark and/or IndG.A.P. numerical identifier in any manner that could be construed as distasteful, offensive, or controversial.

4.14. CP shall not use the Trademark and/or IndG.A.P. numerical identifier in any manner that discredits or tarnishes the reputation or goodwill of QCI; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between QCI and CB and/or between QCI and CP.

4.15. CP shall make clear to third parties and consumers that QCI is not the producer of the goods/products. CP shall indemnify QCI and CB against possible product liability claims arising out of the use of the Trademark and/or IndG.A.P. numerical identifier.

4.16. CP agrees that the nature and quality of the licensed services shall not be contrary to the framework of the IndG.A.P. system, and all uses of the Trademark and/or IndG.A.P. numerical identifier in all advertising, promotional, and/or other forms shall be under the control of QCI. CP agrees to cooperate with QCI in facilitating QCI’s control of such use of the Trademark and IndG.A.P. numerical identifier.

4.17. In the case of AMCs’ and private scheme trademarks, CP shall only use them according to the owner(s)’s rules and specifications.

4.18. CP shall advertise and promote the licensed services in accordance with all applicable national, state, provincial, local, or other laws and regulations. QCI's approval of any sample advertising or promotional materials is not to be construed to mean that QCI has determined that the advertising or promotion conforms to the laws or regulations of any jurisdiction.
4.19. Any further variation of usage is to be agreed upon by CP and CB. Amendments must be in writing and require the prior written approval of QCI to be valid.
4.20. Where CP does not yet or no longer complies with the requirements of the licensed services, neither a Trademark nor a IndG.A.P. numerical identifier can be used.
4.21. Any objective evidence that indicates that CP or an applicant has been misusing the Trademark and/or the IndG.A.P. claim shall lead to the exclusion of CP or an applicant contracting party from the IndG.A.P. system for twelve (12) months after evidence of misuse.
4.22. CP shall promptly cease and desist from any and all use of the Trademark and/or IndG.A.P. numerical identifier upon termination of this Agreement for any reason.
4.23. The certified producer may also use the certificate issued by the certification body as part of publicity material.
4.24. While using the above documents, care shall be taken to ensure that the Mark is used only with respect to the farm(s) certified and it shall not imply that the non-certified farms having common ownership are also certified.
4.25. The certified producer shall not make any misleading claims with respect to the Mark.
4.26. It shall not use the Mark any manner as to bring the Scheme Owner into disrepute.
4.27. The certified producer, upon suspension or withdrawal of its certification, shall discontinue use of the Mark, in any form.
4.28. The certified producer, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.
4.29. Depending upon the extent of violation, the suitable actions may range from advice for corrective actions to withdrawal of certification in situations of grave or repeated violations. In case the certified producer does not take suitable action against the incorrect use of the Mark, the certification body shall withdraw the Certification.
4.30. The Scheme owner may direct the approved certification body to take any of the actions for incorrect use of the Mark or take appropriate legal action itself, if deemed necessary.
4.31. SO will review the certificate use either by themselves, or from office surveillance.
4.32. IndG.A.P. certified products are not labelling any product in any manner that meets food safety criteria.
4.33. The IndG.A.P. logo shall always be obtained from the IndG.A.P. Secretariat. This will ensure that it contains the exact corporate color and format. IndG.A.P. Logo to be inserted with colour separation.
4.34. Country of production, issued to, Producer Group/Producer, company name and address shall appear on all certificates.
4.35. Options shall always appear on the certificate.

5. Modalities regarding use of Certification Mark in case of Benchmarking of IndG.A.P. to GLOBALG.A.P.

5.1. QCI (SO) is the owner of the "IndG.A.P." trademark, i.e. the word "IndG.A.P." and the IndG.A.P. logo collectively the "IndG.A.P. Trademark". This as benchmarked to

GLOBALG.A.P. will bear the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark if permitted by the GLOBALG.A.P. secretariat along with IndG.A.P. Use of the marks are already detailed out in Section 6 Rules for Use of Certification Mark.

5.2. The producer shall only use the IndG.A.P. trademark in connection with products complying to the requirements of the IndG.A.P. system. Once IndG.A.P. is benchmarked, in cases where certified producers who have not signed up for voluntary GLOBALG.A.P. membership use the GLOBALG.A.P. logo and/or the “G”-shape logo, they shall combine the logo with the corresponding GGN.

5.3. The IndG.A.P. word can appear on the product(s) / labels, consumer packaging of products which are intended for human consumption or at the point of sale where it is in direct connection with single products. whereas logo can appear at point of sale and advertising materials other than label, any reference to GLOBALG.A.P. word or logo will not be referenced to product or point of sale (POS).

5.4. Producers may only use the IndG.A.P. trademarks on pallets that contain only certified IndG.A.P. products and that will appear at the point of sale. As IndG.A.P. is benchmarked to GLOBALG.A.P. will bear the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark if permitted by the GLOBALG.A.P. secretariat along with IndG.A.P. Use of the marks are already detailed out in Section 6 Rules for Use of Certification Mark (Authority of CBs).

5.5. IndG.A.P. certified producers are allowed to use the IndG.A.P. trademark in business-to-business communication, and for traceability, segregation, or identification purposes on site at the production site. Once IndG.A.P. is benchmarked to GLOBALG.A.P., they may also use the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark if permitted by the GLOBALG.A.P. secretariat along with IndG.A.P. Use of the marks are already detailed out in Section 6 Rules for Use of Certification Mark (Authority of CBs).

5.6. IndG.A.P. approved certification bodies can use the trademark in promotional material directly linked to their IndG.A.P. certification activities in business-to-business communication and on IndG.A.P. certificates they issue. Once benchmarked to GLOBALG.A.P., the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark, shall also not be used on the above-mentioned items.

5.7. The IndG.A.P. trademark can be used on promotional items, apparel items or accessories of any kind, bags of any kind, or personal care items. The producer shall only use the trademark and, as applicable and once benchmarked, the GLOBALG.A.P. trademark, in the manner provided by IndG.A.P. and GLOBALG.A.P. and shall not alter, modify, or distort them in any way.

5.8. Any objective evidence found that indicates that the applicant has been misusing the GLOBALG.A.P. claim shall lead to the exclusion of the applicant from certification for 12 months after evidence of misuse. In addition, the applicant will be listed, and the list shall be checked before registration in the Database. Any case of misuse shall be communicated to the GLOBALG.A.P. members.

5.9. Scheme logo is present, however, once the Benchmarking is achieved the GLOBALG.A.P. logo shall be added in addition to the scheme logo.

5.10. Scheme logo is present, however, once the Benchmarking is achieved, the text informing the exact version shall be added.

6. Format and rules for Granting of Unique Identification Number (UIN)

6.1. The IndG.A.P. Unique Identification Number (UIN) is the combination of the prefix "UIN" plus a 06-digit numerical number, not including the IndG.A.P. trademark, and is unique to each and every producer and any other legal entity in the IndG.A.P. system.

6.2. Unique identification number (UIN) is issued by concerned CBs. The UIN identifies a registered or certified producer and may only be used as indicated in the CPCC. It cannot be used to label a product that is not certified. The UIN (e.g. UIN_123456) may appear on the product, consumer packaging of the product, or at the point of sale where in direct connection with individual certified products. The UIN shall only be used on transaction/sales documents including certified products. When the transaction/sales documents include certified and non-certified products, the certified items shall be clearly identified as required by the relevant All Farm Base control points and compliance criteria.

6.3. The legal entity that labels UIN shall be a holder of a valid certificate of a IndG.A.P. module or an equivalent standard/scheme certificate.

6.4. On termination of the 'IndG.A.P. Sublicense and Certification Agreement', the right of the producer to use the IndG.A.P. claim, including the trademark, UIN or the logo, terminates with immediate effect.

6.5. The UIN shall only be used in connection with the IndG.A.P. system.

6.6. UIN would be issued as per S2S Rules given in Section 3 Annex 3C Seed to Sale (S2S) Rules Clause 6.1.

7. Grant of Sublicense

7.1. QCI has granted a non-exclusive, non-transferable license to CB to use the Certification Mark, within the Territory; to enter into sublicense and certification agreements with contracting parties; register contracting parties; enter producer and product information provided by contracting parties and their PGMs into the database; collect checklist information, record corrective actions into a report, and to conduct registration, third-party inspection/audit certification or second-party verification and approval to contracting parties.

7.2. CB hereby grants a non-exclusive, non-transferable sublicense to CP for the use of the Trademark/Certification Mark provided CP has been successfully certified/approved and is in compliance with the relevant requirements of the IndG.A.P. system. The sublicense granted to CP entitles CP to distribute and market their products under the Trademark only to the extent that these products have been registered with CB and are produced, handled, or traded in a production site or location registered with CB in full compliance with the compulsory conditions of the 'IndG.A.P. Sections' published in the PADD, QCI website.

7.3. CP is not entitled to grant sublicenses of the Trademark.

7.4. This sublicense is valid only to the extent that all fees and duties to CB and to PADD, QCI have been settled in full.

8. Obligations of the Approved Certification Body

8.1. The Approved Certification Bodies shall obtain the agreement for use of the Mark duly signed in duplicate from the producer/producer group found conforming to the criteria for certification and forward it to the Scheme owner.

8.2. The Scheme owner, after duly signing the agreement, send one original copy to the certified producer/producer group with a copy to the concerned certification body. One original copy shall be retained by the Scheme owner.
8.3. The certification body shall during their surveillance of the producer/producer group monitor the use of the Mark to assist the Scheme Owner in protecting the integrity of the Mark.
8.4. In case the Certification Mark is observed to be used by a certified producer contrary to the conditions specified, the certification body shall take suitable action in accordance with the relevant requirements of ISO 17065 and those specified in the documents “IndG.A.P. Certification Process” and “IndG.A.P. Requirements for Certification Bodies”.

9. Fee

The certified producer shall pay a fee as prescribed by the Scheme Owner, for the use of the Mark. This payment may be made to its certification body for onward submission to the Scheme Owner.

*****

IndG.A.P. LOGO

Produce originates from a GAP certified farm