

# **GLOBALG.A.P.**

## **(EUREPGAP)**

### **General Regulations**

### **COMPOUND FEED MANUFACTURING**

VERSION 2.0\_Mar10

### **ADDENDUM TO GENERAL REGULATIONS**

### **FOR INTERGRATED FARM ASSURANCE**

Valid from: 2 March 2010  
Obligatory from: 1 January 2011

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## **1 ADDENDUM**

This addendum applies to the GLOBALGAP (EUREPGAP) Compound Feed Manufacturing standard V2.0-Feb10.

The following requirements have been taken from the GLOBALGAP (EUREPGAP) Integrated Farm Assurance (IFA) General Regulations (GR) V3.1\_Nov09 and amended. These amended requirements shall replace the specified requirements laid down in the IFA GR V3.1\_Nov09 document. All non-amended clauses of the IFA GR V3.1\_Nov09 will still apply.

The **scope** of the Compound Feed Manufacturing standard covers all production steps from purchase, handling and storage to processing and transport of compound feed (from now on "the product") for food producing animals. This excludes the production of ingredients such as forage or grains (Simple Feed Materials), pre-mixtures, additives or medications (Prepared Feed Supplements) etc., but covers the production of Compound Feeds (which can be complete or complementary), that may be produced using any or all of these ingredients as raw materials. The production of home mixed feeds that do not leave the farm where they were produced, and grazing/foraging for animals is not covered by this standard.

### **1.1 *The General Regulations***

The IFA GR document describes the basic steps and considerations involved for the applicant manufacturer to obtain and maintain GLOBALGAP (EUREPGAP) certification, as well as the role and relationship of manufacturers, GLOBALGAP and the CBs.

The documents relevant to CFM are:

<b>PART I:</b>	<b>GENERAL INFORMATION</b>
<b>PART II:</b>	<b>CERTIFICATION BODY RULES</b>
<b>PART IV:</b>	<b>BENCHMARKING (OPTIONS 3 &amp; 4)</b>

**Part I, General Information**, the base document, contains information important to **all GLOBALGAP (EUREPGAP) interested parties**, as it explains what GLOBALGAP (EUREPGAP) is, describes the certification process, the rules of certification, training etc. **Manufacturers** shall familiarize themselves with this part.

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

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

### **1.2 *Control Points and Compliance Criteria***

This document contains all the Control Points and Compliance Criteria (CPCC) that must be followed by the manufacturer and which are audited to verify compliance. The levels can be Major Must, Minor Must or Recommendation.

### **1.3 *Checklists***

Checklists replicate the Control Points in the CPCC and must be used during the audit by the CB. Where an audit is conducted in a country with a national guidelines approved by GLOBALG.A.P, these guidelines also have to be used with the checklist.

The manufacturer may also use the checklist when performing the self-assessments.

Where another CFM scheme has successfully been benchmarked by GLOBALG.A.P, the checklist of that scheme shall be used.

#### **1.4 Other**

Not amended

## **2 GLOBALGAP (EUREPGAP) TERMS OF REFERENCE**

### **“The Global Partnership for Good Agricultural Practices”**

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

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

## **3 INTRODUCTION**

### **3.1 What is GLOBALGAP (EUREPGAP)?**

- (i) GLOBALGAP (EUREPGAP) is a private sector body that sets out voluntary standards for the certification of production processes of agricultural (including Aquaculture) products around the globe.
- (ii) GLOBALGAP (EUREPGAP) is a global scheme and a reference for Good Manufacturing Practice (G.M.P.), which is managed by the GLOBALGAP Secretariat.
- (iii) FoodPLUS GmbH, a non-profit industry owned and governed organisation, legally represents the GLOBALGAP Secretariat,
- (iv) GLOBALGAP (EUREPGAP) is an equal partnership of agricultural manufacturers and retailers that want to establish certification standards and procedures for Good Agricultural Practices (G.A.P.).
- (v) GLOBALGAP (EUREPGAP) provides the standards and framework for independent, recognised third party certification of farm production processes based on EN45011 or ISO/IEC Guide 65.
- (vi) GLOBALGAP (EUREPGAP) is a business-to-business tool and is therefore not directly visible to the final consumer.
- (vii) The GLOBALGAP (EUREPGAP) logo and Trademark have restricted use. See Appendix I.1 of the IFA GR for rules on the use of the GLOBALGAP (EUREPGAP) Trademark and Logo.

Participation is voluntary and based on objective criteria. GLOBALGAP (EUREPGAP) is not discriminatory to Certification Bodies and/or manufacturers.

### **3.2 Membership**

No amendment

### **3.2.1 Available Membership**

- **Retailer Membership**  
Retailers and Foodservice organisations interested in supporting and developing GLOBALGAP (EUREPGAP) standards. Members can be nominated and elected to the Board, Sector Committees and the Integrity Surveillance Committee.
- **Supplier Membership**  
Manufacturers that are interested in showing more commitment to GLOBALGAP (EUREPGAP) than receiving certification. Members can be nominated and elected to the Board, Sector Committees and the Integrity Surveillance Committee.
- **Associate Membership**  
Certification Bodies, Consulting companies, Plant protection or Fertiliser Industries, Universities, input suppliers, etc. and their associations. Certification Body members can be nominated and elected to the Certification Body Committee.

*NOTE: Applicable fees and application forms are available at [www.globalgap.org](http://www.globalgap.org)*

### **3.2.2 Membership Benefits**

Not amended

### **3.2.3 Governance**

Not amended.

## **4 GENERAL RULES**

### **4.1 Introduction of New Version**

This normative document (GLOBALGAP (EUREPGAP) General Regulations and Control Points and Compliance Criteria for Compound Feed Manufacturing V2.0\_Mar10, will become obligatory 1 January 2011.

### **4.2 Other Languages**

Not amended

### **4.3 Official Communication Updates**

Not amended

### **4.4 Applicants**

Any compound feed manufacturer may apply for GLOBALGAP (EUREPGAP) certification through a GLOBALGAP (EUREPGAP) approved Certification Body.

#### **4.4.1 Rights of Manufacturers**

- (i) The CB and manufacturer will agree on Service of Notice terms, which must include a commitment by the CB to confirm the receipt of formal application for (first) registration within 14 calendar days after the CB received the unique GLOBALGAP Number (GGN) from the GLOBALGAP database (refer to point 4.8), and to make the certification decision within a maximum of 28 calendar days after closure of any outstanding non-conformances.
- (ii) The service contract between the CB and manufacturer may have an initial duration of up to 3 years, with subsequent renewal or extension for periods up to 3 years.
- (iii) Any complaints or appeals against CBs will follow the CB's own complaints and appeals procedure which each CB must have and communicate to its clients. In case the CB does not respond adequately, the complaint can be addressed to the GLOBALGAP Secretariat

- using the GLOBALGAP (EUREPGAP) Complaints Extranet, available on the GLOBALGAP website ([www.globalgap.org](http://www.globalgap.org))
- (iv) A manufacturer may apply **only** for certification under Option 1 or Option 1 multisite.
  - (v) The CB that has lost its GLOBALGAP (EUREPGAP) approval (through sanction enforcement, bankruptcy, or other reasons) shall contact the manufacturer and inform the manufacturer about his/her right to require the CB to annul the sub-licence agreement and transfer the valid certificate to another CB. Where CB would fail to do so, GLOBALGAP will inform the manufacturers using the contact details registered in the GLOBALGAP database.
  - (vi) A manufacturer may change from one CB to another CB (unless a sanction is pending by a CB, see point 6.2), and the CBs shall follow the rules set in Annex II.1 "Transfer between CBs". This will not allow the manufacturer to avoid paying the registration and other applicable fees owed to the "outgoing" CB.
  - (vii) A manufacturer may apply to **only** one CB for certification with all sites.
  - (viii) A manufacturer is able to ask voluntarily from the respective CB(s) for a suspension of the products covered by the certificate (unless a sanction is pending by a CB, see point 6.2). This can happen if the manufacturer experiences difficulty with compliance to the standard and needs time to close any non-compliance out. This suspension will not delay the renewal date, nor will it allow the manufacturer to avoid paying registration and other applicable fees. The manufacturer's status shall change to "self-declared suspension" on product level.
  - (ix) Confidentiality: GLOBALGAP and GLOBALGAP (EUREPGAP) approved CBs will treat any information relating to the manufacturer, including details of products and processes, evaluation reports and associated documentation as confidential (unless otherwise required by law). No information is released to third parties without the prior written consent of the manufacturer, except where stated otherwise in this General Regulations document.

#### **4.4.2 Obligations of Manufacturers**

- (i) The certificate holder (manufacturer) is responsible for compliance of the certified production processes to the GLOBALGAP (EUREPGAP) Control Points and Compliance Criteria and General Regulations within the declared extent of the certificate scope.
- (ii) Manufacturers must annually do a documented self-assessment against the GLOBALGAP control points of CFM in its latest applicable version.
- (iii) Manufacturers must register with an approved CB (or Trustee, see 4.6) as the first step towards obtaining a GLOBALGAP (EUREPGAP) certificate.
- (iv) Manufacturers who are sanctioned by their currently contracted CB cannot change that CB until that CB (the "outgoing" CB) closes out the corresponding non-conformance, or until the sanction penalty period is over.
- (v) An accepted manufacturer that changes CB must communicate the unique GLOBALGAP number (GGN) assigned by GLOBALGAP, to the CB applied to.
- (vi) Accepted manufacturers are responsible for communicating data updates to CBs according to the internal procedures of each CB, such as production area changes.
- (vii) Manufacturers must commit themselves to follow the requirements established in this General Regulations document, including annual payment of the registration fee established by GLOBALGAP, and declare this in a signed document held by the CB.
- (viii) Manufacturers applying for GLOBALGAP (EUREPGAP) must specify, at registration and acceptance, **all** locations and areas where the product that they are seeking certification for, is manufactured.
- (ix) Manufacturers who signed a contract with a CB, are obliged to pay the invoices from CB. If payments are not done following contractual conditions, the product will be completely suspended until time of payment.
- (x) Manufacturers shall ensure that any services subcontracted to third parties are carried out in accordance with the requirements of the GLOBALGAP (EUREPGAP) standard.
- (xi) Where subcontractors (see also Annex I.1 Definitions) have been assessed by a 3<sup>rd</sup> party certification body which is GLOBALGAP (EUREPGAP) approved, the manufacturer shall receive a report from that certification body where the following information is included:

- a) Date of assessment
- b) CB
- c) Inspector/auditor name
- d) Name and address of subcontractor
- e) GLOBALGAP Control Points covered AND the outcome – a complete list of the Control Points with the “yes” or “no” response to each control point and comments so that it can be used in the calculation of the manufacturer’s compliance. Only CPCC relevant to the subcontracted tasks will have been assessed, therefore “N/A” is not applicable.

In all other cases where the subcontractor has not been assessed by a 3<sup>rd</sup> party certification body, the subcontractor, or the manufacturer (on behalf of the subcontractor) needs to supply a self-assessment covering the relevant control points.

## **4.5 Certification Bodies**

### **4.5.1 Approved Certification Bodies**

Not amended

## **4.6 Trustees**

### **4.6.1 Approved Trustees**

Not amended

### **4.6.2 Trustee Roles**

Not amended

## **4.7 National Technical Working Groups**

Not amended

## **4.8 Registration and Acceptance**

All relevant information concerning manufacturers and their specific production units applying for GLOBALGAP (EUREPGAP) certification must be recorded for the manufacturer to become GLOBALGAP (EUREPGAP) registered. This information will be used by GLOBALGAP (EUREPGAP) to supply the registered party with a unique GLOBALGAP number (GGN), which will be used as a unique identifier for all GLOBALGAP (EUREPGAP) activities. The registration information includes general information and manufacturer registration information **based on** an internal definition on how to separate the registered production units. See Annex I.3 – GLOBALGAP (EUREPGAP) Registration Data Requirements for detailed description of the required information. Registration is complete when all registration information is entered and accepted. Products (compound feed) shall be in the product status “Accepted”.

During registration manufacturers give access to FoodPLUS and the certification bodies to use the registration data for internal processes and sanctioning procedures. Unless explicitly denied by the manufacturer, GLOBALGAP members will have access to additional data, above and beyond the data available in the minimum release (see Annex I.3).

If a manufacturer does not agree to the minimum release, the manufacturer is not in agreement with the Sub-Licence and Certification Agreement and cannot be certified nor belong to a manufacturer group seeking certification.

### **4.8.1 Registration Acceptance**

Not amended

## 4.9 Certification process

### 4.9.1 The Control Points and Compliance Criteria (CPCC) document

This document sets out the control points and compliance criteria that must be complied with to receive certification.

### 4.9.2 Audit timing

The audit of a manufacturer is linked to the registration (no audit can take place until the CB has accepted the manufacturer's registration or re-registration, which must be done on an annual basis - for more information on registration see Annex I.3).

**Each** production process registered and accepted for certification for the first time **must be completely assessed** (all applicable control points must be verified) **prior to issuing the certificate**.

The CB shall inspect manufacturing units production location/units only when **activities relevant to the feed manufacturing** take place. Units only visited without feed material available on site cannot be certified.

#### 4.9.2.1 Crop Certification

Deleted

##### (i) Initial (First) inspections

Deleted

##### (i) Subsequent and unannounced inspections

Deleted

##### a) Extension of certificate validity:

- b) In case the manufacturer has re-registered at the end of the period of validity of the previous certificate, and the CB concerned had also issued the previous certificate of the manufacturer the CB can opt to extend the validity of the previous certificate by up to 3 months longer than the 12-month period (15 months in total). An extension can only be granted if the products are re-accepted before the expiry date.

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

e.g. 1st certification date: 28 February 2010 (expiry date: 27 February 2011)

2nd audit can be any time from 28 August 2010 to 27 May 2011, if the certificate validity is extended.

The **validity date** for subsequent certificates issued shall however always **revert** to the date linked to the original certification date (27 February 2011, 27 February 2012, etc.).

#### 4.9.2.2 Livestock and Aquaculture Certification

Deleted

**NOTE 1:** Registered manufacturers and/or manufacturers with certified products must be re-accepted annually before the expiry date; *otherwise the product status will change from "Certified" to "Certificate not renewed or re-registered"*.

### 4.9.3 Compliance levels

Compliance with GLOBALGAP (EUREPGAP) IFA consists of three types of control points (set out in the Control Points and Compliance Criteria documents) that the manufacturer is required

to comply with in order to obtain GLOBALGAP (EUREPGAP) certification. These are Major Musts, Minor Musts and Recommendations, which must be fulfilled with as follows:

#### 4.9.3.1 Major Musts

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

#### 4.9.3.2 Minor Musts

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

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

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

*Note: In all cases, after an inspection, the calculation to show compliance (or non-compliance) must be available.*

#### 4.9.3.3 Recommendations

No minimum percentage of compliance is set.

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

### 4.9.4 Compliance Verification and Comments

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

It is recommended to provide evidence (comments) for each control point – these shall enable the audit trail to be reviewed after the event, and will include details of references taken during the inspection. It is, however, **obligatory to give evidence (comments) for all the Major Musts** control points audited in all external audits (by CB) and self-assessments. Comments and evidences, such as which document(s) were sampled, workers interviewed, etc., shall be site- and product specific and included in the checklist to give confidence that all the control points have been properly assessed for all sites and products.

Additionally, comments **must** be entered in the checklist for all Minor Musts points that are found to be **non-compliant** or not applicable during external audits (by CB) and self-assessments.

#### 4.9.4.1 Non-compliance vs Non-conformance

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

e.g. The manufacturer does not comply with the Minor Must 1.2

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

e.g. The manufacturer does not comply with a Major Must (e.g. 1.1) or complies only with 93% of the applicable Minor Musts of the scope applied for instead of the required 95%.

### 4.9.5 Validity of GLOBALGAP (EUREPGAP) certificate

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

#### 4.9.5.1 Time period

The certification cycle is 12 months subject to any sanctions and extensions in accordance with the scope described. A certificate shall be issued with an initial validity of 12 months. The CB may shorten the certification cycle and the validity, but cannot prolong it. The validity can only be prolonged beyond the 12 months for a maximum period of 3 months. A pre-condition for extension is that the full certification licence fee and registration fee shall be paid for the next cycle.

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

If a certificate that was not extended and not "re-accepted" expired, and the subsequent audit (to be performed by the same CB) is going to take place in less than 12 months after the expiration date, a valid justification must be given and a new certification cycle shall start. By setting the same "valid to" date as before, the old cycle can be reinstated. The cycle cannot be changed if the certificate was extended and a product "re-accepted" during the old certification period/cycle. The CB shall apply the rules for initial (first) audit if the certificate expired for more than 12 months.

#### 4.9.5.2 Paper certificate requirements

The certificate issued by a CB must conform completely to the templates for Option 1 available on the GLOBALGAP website. The paper certificate may only be issued based on the information available at that time in the GLOBALGAP database for that unique GGN.

*NOTE:* GLOBALGAP (EUREPGAP) CBs or their subcontracted parties **shall not** issue any communication other than the certificate to or about a manufacturer to demonstrate any status described in Annex I.4 of IFA GR, unless it refers to a sanction, in which case the manufacturer must be informed. In case a CB issues a letter of non-conformity, the GLOBALGAP logo cannot be used and the CB accepts the liability.

#### 4.9.6 Granting Scopes

Product scope is linked to the location where that product (compound feed) is produced. *Product produced in a non-registered location cannot be certified.*

Only manufacturers may apply for GLOBALGAP (EUREPGAP) certification of their products.

- (i) Certificate and sub-Licence is issued to the registered manufacturer (the legal entity).
- (ii) Only the legal certificate holder, i.e. the legal entity that is indicated on the certificate with the specified production units registered, may market products with reference to a GLOBALGAP certificate and the registered production unit.
- (iii) One legal entity cannot register production units with the CB in different countries. Exceptions may be granted by the GLOBALGAP Secretariat on a case-by-case basis or within national interpretation guidelines.
- (iv) The entire production process of the declared and registered products by the legal entity shall be inspected and must comply with GLOBALGAP (EUREPGAP) requirements.
- (v) All the production units where the certified products are manufactured shall be indicated on the certificate.

##### 4.9.6.1 Produce Handling exclusion

Not amended

##### 4.9.6.2 Harvesting exclusion –exceptional

Not amended

#### **4.9.6.3 Chain of Custody**

Not amended

### **4.10 Maintenance of GLOBALGAP (EUREPGAP) certification**

- (i) The registration of the manufacturer must be re-confirmed with the CB annually **before** the expiry date.
- (ii) The full checklist and verification process must be completed by the inspector annually for the process of certification to be carried out.
- (iii) A certificate is not transferable from one owner to another when a production unit changes owner. An initial inspection is required in this case.

## **5 CERTIFICATION OPTIONS**

Manufacturers can achieve GLOBALGAP (EUREPGAP) certification under Option 1 described below.

### **5.1 Option 1 – Individual certification**

Manufacturer applies for GLOBALGAP (EUREPGAP) certification. The individual manufacturer will be the certificate holder, once certified.

In the case where more than one production unit is registered for certification (multi-site operation), the CB shall inspect each registered production unit (which are no legal entities in itself),

In the case where **not** all units owned by the certificate holder are included in the certificate proper segregation shall be demonstrated (e.g.: through delivery documents, invoices, etc.) and the compound feed shall carry a reference to the production unit it comes from, internally as well as externally.

#### **5.1.1 Internal Self-assessment**

##### **5.1.1.1 Frequency**

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

##### **5.1.1.2 Scope**

The self-assessment shall be against the complete checklist (Major and Minor Musts and Recommendations) of the applicable scope(s) and sub-scope(s). The completed checklist must be available on site for review by the auditor during the external inspection. The internal assessments must cover all the registered production sites/locations.

#### **5.1.2 External Inspection by GLOBALGAP (EUREPGAP) approved CB**

##### **5.1.2.1 Frequency**

One announced external inspection carried out by the GLOBALGAP (EUREPGAP) approved CB per annum of the registered manufacturer.

##### **5.1.2.2 Scope**

The CB will inspect the complete checklist (Major and Minor Musts and Recommendations).

#### **5.1.3 Unannounced Surveillance Inspections (only Option 1)**

##### **5.1.3.1 Frequency**

The granting CB (or its subcontracted agent) will carry out an additional minimum of 10% unannounced surveillance inspections per annum among all certified manufacturers it has certified.

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

The 10% shall be calculated for the calendar year. In order to meet the 10% target, the CB shall theoretically conduct one unannounced surveillance inspection after every 10 certificates issued. The number of unannounced surveillance inspections per year shall reflect 10% of the certificates issued in that year.

#### **5.1.3.2 Scope**

The CB shall inspect the Major and Minor Musts of the checklist. Any non-compliance will be handled in the same way as those found during an announced inspection.

#### **5.1.3.3 Notification**

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

## **5.2 Option 2**

Deleted

## **5.3 Option 3**

**Benchmarking:** The scheme applying for benchmarking is assessed for equivalence by comparing content and performance criteria against GLOBALGAP (EUREPGAP). Refer to the GLOBALGAP (EUREPGAP) Benchmarking Procedure in its latest version and see the IFA GR PART IV – Benchmarking for more information.

**Scheme Rules:** All registered manufacturers/sites/farms Licensed/certified are operating under the Benchmarked Scheme rules.

**GLOBALGAP (EUREPGAP) Approved CBs:** All certification carried out within a full Benchmarked Standard must be done by GLOBALGAP (EUREPGAP) approved CBs that must be accredited to EN 45011 or ISO/IEC GUIDE 65 to the scope of the benchmarked standard.

**Frequency:** The applicant scheme must ensure verification of manufacturers according to rules for Option 1.

# **6 NON-CONFORMANCES AND SANCTIONS**

## **6.1 Types of Non-Conformances**

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

### **6.1.1 Major Must Non-Conformances**

This type of non-conformance is when the manufacturer does not comply with 100% of the Major Musts

### **6.1.2 Minor Must Non-Conformances**

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

### 6.1.3 Contractual Non-Conformances

#### 6.1.3.1 Breach of Contracts

Non-conformance of any of the agreements signed in the contract between the CB and the manufacturer related to GLOBALGAP (EUREPGAP) issues.

#### 6.1.3.2 Technical Contractual Non-Conformance

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

## 6.2 Types of Sanctions

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

Three types of sanction exist within GLOBALGAP (EUREPGAP); Warning, Suspension and Cancellation. These apply to non-conformances that result from non-compliances with control points of the CPCC as well as contractual issues.

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

### 6.2.1 Warning

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

*NOTE 1) If the non-compliance is against a **Major Must** that is not complied with, the time given for compliance before suspension is applied, which is up to a maximum delay of **28 days**, will depend on the criticality of the non-compliance. The CB shall make the decision on the period that is given (within the 28-day limit) to the manufacturer for closing out the Major Must non-conformance. **No time** is given for compliance where there is a serious threat to food or feed safety and a Suspension is issued immediately. The period must be set according to criticality of non-compliances and circumstances, detailing the specific number of days for the manufacturer to close out the non-compliance, up to a maximum of 28 days. The manufacturer **MUST** close out Major Must non-conformances before obtaining/regaining certified status*

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

### 6.2.2 Product Suspension

- (i) During the time period of suspension, the manufacturer will be prevented from using the GLOBALGAP (EUREPGAP) logo/trademark, Licence/certificate or any other type of document that has any relation to GLOBALGAP (EUREPGAP) in relation to the suspended product.
- (ii) **ONLY** the CB that has issued the suspension shall lift it when there is sufficient or timely evidence of corrective action (either through a follow-up visit with additional cost to the manufacturer, or other written or visual evidence).

Two types of suspensions exist and these are explained below.

#### 6.2.2.1 Self-declared product suspension

A manufacturer may voluntarily ask the CB for a temporary suspension of its entire product or one or more of the registered production units. The deadline for closing non-compliance is set by the manufacturer, which must be agreed upon with the respective CB(s), but must be closed out before the CB may lift the suspension.

#### 6.2.2.2 Certification Body declared suspension

- (i) CBs can issue and lift product suspensions of the entire product only.

- (ii) CB shall issue a Suspension when a manufacturer cannot show evidence of corrective action after a Warning has been issued.
- (iii) After the suspension is applied, the CB will set a time period allowed for correction. This time period shall be, at maximum, till the next re-certification visit.

### **6.2.3 Cancellation**

- (i) A Cancellation of the contract shall be issued where the CB finds evidence of fraud and/or lack of trust to comply with GLOBALGAP requirements, in particular where
  - a) A manufacturer cannot show evidence of corrective action after a CB declared Suspension, or
  - b) when there is a breach of contract (see 6.1.3.1).
- (ii) A Cancellation of the contract will result in the total prohibition of the use of the GLOBALGAP (EUREPGAP) logo/trademark, Licence/certificate, or any device or document that could relate to GLOBALGAP (EUREPGAP).
- (iii) A manufacturer that has received a Cancellation shall not be accepted for GLOBALGAP (EUREPGAP) certification within 12 months after the date of Cancellation.

## **6.3 Notification and Appeals**

### **6.3.1 Decisions on Sanction**

Not amended

### **6.3.2 Manufacturer Resolutions**

Not amended

### **6.3.3 Lifting of Sanctions**

Not amended

### **6.3.4 Sanctioning of Certification Bodies**

Not amended

## **7 TRAINING**

### **7.1 Train-the-Trainer workshops**

Deleted

## **8 ABBREVIATIONS AND REFERENCE DOCUMENTS**

### **8.1 Abbreviations**

Additional:

CFM	Compound Feed Manufacturing	GR	General Regulations
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### **8.2 Reference Documents**

Not amended

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

Not amended

### **ANNEX I.2 GLOBALGAP (EUREPGAP) PRODUCT LIST**

Products for the Compound Feed Manufacturing standard are:

Compound Feed for Aquaculture  
Compound Feed for Livestock

## 10 EDITION UPDATES REGISTER

General Regulation Version	Replaces	Replaced document obsolete	New document comes into force	Description of Modification
Addendum to IFA GR V3.1-Nov09	N/A	N/A	2 Mar 2010	New document

1. For detailed information of the modifications please contact GLOBALGAP Secretariat for the History document.
2. When the changes do not affect the accreditation of the standard, the version will remain “2.0” and edition update shall be indicated with “-x”.
3. When the changes do affect the accreditation of the standard, the version name will change to “2.x”.