



**ADDITIONAL TERMS and CONDITIONS
FOR AUDIT AND CERTIFICATION ACCORDING TO FSSC22000**



AVRV A.E.

Acceptance of the Terms and Conditions
(name / signature / stamp)



ANNEX 1: Additional conditions for provision of audit and certification services for FSSC22000

1 SCOPE

The Annex specifies special or supplementary terms and conditions that are applicable for the provision of audit and certification services under the FSSC22000 scheme.

This document is used only in conjunction with the applicable version of the General Terms and Conditions for the provision of management system certification services. Where it is not explicitly defined that the General Terms and Conditions apply then the requirements defined in the present document shall prevail.

2 DEFINITIONS:

“FSSC22000”: Foundation for Food Safety Certification – The owner of the scheme FSSC22000

“FSMS” : Food Safety Management system

“GFSI” : The Global Food Safety Initiative. GFSI recognize food safety schemes such as FSSC22000 through a benchmarking process.

Black-out days: Time periods shared by the applicant/certified organization with AVR V that prevents the unannounced audit occurring when the organization is not operating for legitimate business reasons

3 LEGAL STATUS – GENERAL PRINCIPLES OF OPERATIONS:

The provisions of the General Terms and Conditions shall apply

4 CONFIDENTIALITY

The provisions of the General Terms and Conditions shall apply.

Additionally:

AVRV will submit information of the certified organization to the Foundation that include at minimum: name and location of the certified organization; scope of the certification; date of the initial certification; expiry date of the certificate; in case of suspension or withdrawal; the date of suspension or withdrawal). The Foundation will keep and make publicly available on the website of the Foundation a register with the names and certification information of the certified organization.

This information shall be submitted by AVR V to the Foundation Portal within 28 calendar days after the certification decision with a maximum of 2 months after the last day of the audit.

AVRV reserves the right to notify the Foundation whenever there is a re-evaluation of the certified organization in response to significant changes (such as changes that could affect the safety of product, changes to the requirements of the certification scheme standard, change to ownership or management or cases where AVR V has reason to believe there could be compliance issues in relation to certification)

5 GENERAL

The provisions of the General Terms and Conditions shall apply. Additionally:

The Foundation requires that AVR V participates in a risk-based program of office audits and announced, but unscheduled, audits of certified organizations. These audits shall be carried out in accordance to the GFSI requirements.

The Organization agrees that they will notify AVR V in the event that they become aware of legal proceedings with respect to product safety or legality, or in the event of a product recall. The Organization shall immediately, at least within 3 working days, make AVR V aware of the situation. AVR V shall take the appropriate steps to assess the situation and any implications for the certification, and shall take any appropriate action. This may include a re-evaluation of the certified organization to assess compliance.

6 REQUEST FOR CERTIFICATION AND REGISTRATION

The provisions of the General Terms and Conditions shall apply.

7 CERTIFICATION PROCESS (INITIAL CERTIFICATION AUDIT)

The initial certification audit of the management system of the candidate organization is completed in two stages. During the initial certification audit (Stage 1 and 2) all requirements of the FSSC22000 scheme shall be evaluated. This includes ISO22000, the applicable technical specification for sector PRPs and additional FSSC requirements (clause 3.3 of Part I).

7.1 STAGE 1: Assessment of the management system documentation and Infrastructure of the Organization

The provisions of the General Terms and Conditions shall apply.

7.2 STAGE 2: Assessment of the implementation of the Management System

The provisions of the General Terms and Conditions shall apply. Additionally:

Stage 2 includes a comprehensive site tour and shall cover a representative number of product lines, categories and sectors covered by the scope. The site tour shall include the review of implementation of all CCPs and Operational PRPs and shall include a representative sampling of PRPs. The tour shall include all areas that might influence food safety. Where comparable activities / processes take place, it is allowed to sample.



8 REGISTRATION OF CERTIFICATION

The provisions of the General Terms and Conditions shall apply. Additionally:

The Foundation will keep a register with the names and certification information of the certified organization. This register will be made publicly available on the website of the Foundation. AVRV is responsible to monitor the certification status of the certified organization and update the information as required.

9 SURVEILLANCE AUDIT

The provisions of the General Terms and Conditions shall apply. Additionally:

9.1. During the surveillance activities and surveillance audit the effectiveness of the food safety management system and the compliance with the requirements of ISO 22000, technical specification for sector PRPs and the additional requirements of this scheme will be reviewed.

9.2. This shall include an examination of the food safety management system documentation on the registration of changes and of the internal communication of changes in the production process, the (origin of) raw materials, the products and product characteristics or in the context in which the food safety system is operating (e.g. changes in legislation, codes of practices, customer requirements) in the period after the previous audit. If any changes are identified by this examination or otherwise, the surveillance audit shall include a full assessment and reporting of the assessment of:

- the documentation requirements, as required by the scheme documents
- the establishment and implementation of the PRPs;
- the hazard analysis and the operational PRPs and CCPs.
- The results of any previous audits including the unannounced audit(s).

9.3. During surveillance audits it is allowed to sample activities and a number of product lines, categories and sectors covered by the scope. The sampling shall result in a representative review of the scheme implementation.

9.4. **Additional surveillance audits may be required** in the event that there is evidence or suspicion of nonconformity within the certified organization

9.5. Unannounced audit program

9.5.1. An unannounced audit program is part of the 3-year certification cycle. **Participation in the unannounced audit program is mandatory.**

9.5.2. At least one in the 3-year cycle. (1st or 2nd surveillance)

1. The program shall ensure that for each certified organization at least one unannounced audit is undertaken after the initial certification audit and within each 3-year period thereafter.
2. The certified organization can voluntarily choose to replace all surveillance audits by unannounced annual surveillance audits.
3. Neither the initial certification audit (stage 1 and stage 2) nor the recertification audit can be replaced by an unannounced audit.
4. If not, all audit objectives are fulfilled during an unannounced audit, an additional audit shall be performed of which the nature shall be determined by AVRV.

9.5.3. Criteria for the execution of the unannounced audit program

1. AVRV sets the date of the unannounced audit during the setting of the certification program. Typically, the date of the unannounced audit is set between 8-12 months after the previous audit
2. The site shall not be notified in advance, by AVRV, of the date of the unannounced audit and the audit plan shall not be shared until the opening meeting.
3. The unannounced audit takes place during operational working hours including night shifts when required.
4. *Blackout* days may be agreed in advance between AVRV and the certified organization to avoid periods of extreme inconvenience during which the client would find it difficult to participate fully and/or there is no production.
5. The audit will start with an inspection of the production facilities commencing within 1 hour after the auditor has arrived on site. In case of multiple buildings at the site the auditor shall, based on the risks, decide which buildings/facilities shall be inspected in which order.
6. All Scheme requirements shall be assessed including production or service processes in operation. Where parts of the audit plan cannot be audited, an (announced) follow-up audit shall be scheduled within 4 weeks.
7. AVRV FSSC22000 Program Manager decides which of the scheduled surveillance audits shall be chosen for the unannounced audit.
8. In the event that the certified organization refuses to participate in the unannounced audit, the certificate shall be suspended immediately, and AVRV shall withdraw the certificate, if the unannounced audit is not conducted within a six-month timeframe from the date of refusal.
9. If access is denied to the auditor the organization will be liable for all costs.
10. The audit of separate Head offices controlling certain FSMS processes pertinent to certification separate to the site(s) shall be announced. Where Head Office activities are part of a site audit, they shall be unannounced.



11. Secondary sites (off-site activities) and off-site storage, warehouses and distribution facilities shall also be audited during the unannounced audit.

AVRV shall operate with discretion in case of emergencies (e.g. fire, major catastrophic event, another audit on-going).

10 AUDIT FINDINGS

Provisions of para. 10 of the General Terms and Conditions are replaced as follows:

Audit findings are categorized as follows:

10.1 Critical Non-Conformity (CNC):

A critical nonconformity is issued when a direct food safety impact without appropriate action by the organization is observed during the audit or when legality and/or certification integrity are at stake.

10.2 Major Non-Conformity (MNC)

A failure to fulfill one or more requirements of the Management System that raises doubt about the capability of the management system to achieve the intended results. Such a finding is the result of the following:

- a) Failure to document and implement FSMS requirements effectively.
- b) Multiple minor failures that cumulatively indicate that the capability of the FSMS to achieve the expected outcomes is in doubt.
- c) Unresolved minor NCs within the agreed timeframes.
- d) Evidence of situation which raises a doubt as to the safety of the food and/or unsafe product without any measure taken to control the concerned potentially unsafe product.

10.3 Minor Non-Conformity (mNC)

A failure in a requirement of the Management system which does not impact the capability to achieve the intended results.

10.4 Opportunity for improvement

Opportunities for improvement are not applicable to the FSSC22000 scheme.

10.5 Good Practices

Practices and aspects of the management system that are worth noted in the audit report.

11 CORRECTIVE ACTIONS

11.1 The conditions defined of para. 11.1 of the General Terms and Conditions shall apply

Provisions of para. 11.2 of the General Terms and Conditions are replaced as follows:

Minor NCs: When a minor nonconformity is issued during an audit, a proposed corrective action plan (CAP) with evidences of correction is required to be completed and approved.

The lead auditor in cooperation with the relevant members of the audit team (where necessary) shall review the design of the corrective action plan and the evidences of correction, challenge them and approve the CAP.

The Approval shall be completed within 28 days after the last day of the audit. Exceeding this timeframe shall result in a suspension of the certificate

The effectiveness of the Corrective Actions (CA) shall be reviewed and evaluated, at the latest, at the next scheduled on-site audit.

Repeat minor NCs shall be graded as per the definition. However, an additional NC (major or minor – depending on the impact) shall be raised on an ISO 22000 clause that is linked to not solving the NC (e.g. leadership and commitment (5.1) communication (7.4)).

Major NCs: When a major nonconformity is issued during an audit, the client must provide AVRV with objective evidence of an investigation into causal factors and the risks they expose, their proposed corrective action plan (CAP) and evidence of effective implementation.

The major nonconformity shall be closed by AVRV within 28 calendar days from the last day of the audit by verifying the implementation of the corrective action (CA) to close the major NC.

For failure to close out the non-conformity within this timeframe the certificate shall be suspended

The lead auditor in cooperation with team members where appropriate shall review the corrective action plan, challenge it if necessary and determine its effectiveness and approve the CAP and CA. The lead auditor in cooperation with team members can conduct a follow-up audit to verify the implementation of the CA and to close the major nonconformity. This follow up shall be done within 28 days from the last day of the audit.

Where the completion of corrective actions might take more time, the CAP shall include any temporary measures or controls necessary to mitigate the risk until the permanent corrective action is implemented.



Repeat major NCs shall be graded as per the definition. However, an additional NC (major or minor – depending on the impact) should be raised on an ISO 22000 clause that is linked to not solving the NC (e.g. leadership and commitment (5.1) communication (7.4)).

Critical NCs: When a critical nonconformity is issued at a certified site the certificate shall be suspended immediately for a maximum period of six (6) months.

When food safety is at risk this shall be reflected in the wording.

When a critical nonconformity is issued during an audit, the client must provide AVR V with objective evidence of an investigation into causative factors, exposed risks and the proposed CAP. **This shall be provided to AVR V within 14 days after the audit.**

A separate audit shall be conducted by AVR V between six (6) weeks to six (6) months after the regular audit to verify the effective implementation of the corrective actions.

This audit shall be a full on-site audit (with a minimum on-site duration of one day). After a successful follow-up audit, the certificate and the current audit cycle will be restored and the next audit shall take place as originally planned (the follow-up audit is additional and does not replace an annual audit). This audit shall be documented and the report uploaded.

The suspended certificate shall be withdrawn when the critical nonconformity is not effectively solved within the six (6) month time frame.

In case of a certification audit (initial), the full certification audit shall be repeated.

Certification conditions

An FSSC 22000 Certificate will only be achieved when

- all actions related to the Minor non-conformities have been accepted;
- all Major non-conformities have been completed.
- No critical non conformities have been raised.

A repeat audit is required in cases where any non-conformity is not resolved and the certificate not issued within 6 months of the original audit date.

12 RENEWAL OF CERTIFICATION (RE-CERTIFICATION AUDIT)

The provisions of the General Terms and Conditions shall apply The Recertification shall include a full assessment and reporting of all requirements.

The re-certification is always announced audit.

Pre-requisite for re-certification is that there are no non conformities open either minor or major otherwise re-certification cannot be proposed.

Recertification activities need to be successfully completed prior to the expiry date of the existing certification.

If AVR V has not completed the recertification audit or AVR V is unable to verify the implementation of corrections and corrective actions for any major nonconformity or corrections for any minor nonconformities within the defined timeframe (see 11) and prior to the expiry date of the certification, then recertification shall not be recommended and the validity of the certification shall not be extended.

Following expiration of certification, AVR V can restore certification within 6 months provided that the outstanding recertification activities are completed, otherwise at least a stage 2 shall be conducted. The effective date on the certificate shall be on or after the recertification decision and the expiry date shall be based on prior certification cycle

13 CHANGES TO THE SCOPE OF CERTIFICATION (EXTENSION OR REDUCTION)

The provisions of the General Terms and Conditions shall apply. Additionally:

Extension of scope

Once certification has been granted, any changes that may affect the fulfillment of the requirements for the certification shall immediately be communicated to AVR V. This may be changes in products or manufacturing processes that may require extension of the scope of certification, in the management and ownership of the organization, the location, etc. AVR V will then conduct a site visit to examine the consequences and determine any audit activities necessary. AVR V will decide whether or not extension may be granted. If extension is granted the current certificate will be superseded by a new certificate using the same expiry dates as detailed in the original certificate.

Reduction of Scope

When AVR V has evidence that the certified organization holds a certificate whose scope exceeds their capability or capacity to meet requirements, AVR V shall reduce the certification scope accordingly. In case of scope reduction the organization's management system certification is invalid beyond the revised certification scope statement. AVR V shall:

- a) immediately change the scope of the certified organization in the FSSC 22000 database and its own Register of Certified Organizations and shall take any other measures it deems appropriate;
- b) Inform the organization in writing of the scope change within three (3) days after the last day of the audit or any other intervention and confirm the decision;
- c) Instruct the organization to take appropriate steps in order to inform its clients through various forms of communication such as advertising and product labeling where applicable.

14 CHANGES TO THE CERTIFIED ORGANIZATION and SERIOUS EVENTS

All terms and conditions shall apply. Additionally:

The organization shall inform AVR V about significant changes within three (3) working days.



The organization shall seek the advice of AVR V in cases where there is doubt over the significance of a change. AVR V shall review the reported changes, decide upon the significance and consequences for conformity with the Scheme requirements, and come to a conclusion whether or not additional verification activities are necessary. AVR V shall decide also whether or not certification changes of scope shall be granted and if granted, the current certificate shall be replaced by a new certificate using the same expiry date as detailed in the original certificate. The organization's entry in the FSSC22000 register of Certified organizations will be updated accordingly.

The organization shall inform AVR V about serious events that impact food safety and / or the integrity of the certification and the organization's entry in the FSSC 22000 Register of Certified organizations.

- a. The organization shall report serious events to AVR V immediately.
- b. Serious events include;
 - i. legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
 - ii. Public food safety events (such as e.g. public recalls, calamities, etc.)
 - iii. Extraordinary events which pose major threats to food safety or certification integrity such as war, strike, riot, political instability geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.,

AVR V in turn will take appropriate steps to assess the situation and will take any appropriate action including additional verification activities. These activities may have implications for the status of the certified organization.

15 USE OF AVR V CERTIFICATE AND CERTIFICATION MARK AS WELL AS EXTERNAL CERTIFICATION MARKS

The provisions of the General Terms and Conditions shall apply. Additionally

Use of the FSSC logo by Certified Organizations

1. FSSC 22000 certified organizations may use the FSSC 22000 logo, but only in conjunction with the mark of AVR V and the logos provided by AVR V after granting the certification.
2. The FSSC logo may be used on the organization's printed matter, literature, business cards, website and promotional material subject to the design specifications defined in FSSC documents available at the web site (www.fssc22000.com).
3. The FSSC 22000 logo may not be used either on a product, its labeling or its packaging, or in any other misleading manner, so as to suggest that the certification body has certified or approved any product, process or service of a certified organization.
4. Mentioning possession of a FSSC 22000 certificate or making any reference such as "Produced in a FSSC 22000 certified company" on a product label is not allowed.
5. AVR V will audit the use of the FSSC 22000 logo by certified organizations during every surveillance and re-certification audit. Any non-conformance associated with the use of the logo will be classified as Major Non conformity and will require remedial action to correct the use of the logo as well as corrective action for future use.

16 SUSPENSION OF CERTIFICATION

The provisions of the General Terms and Conditions shall apply

In case of suspension, the organizations' management system certification is temporary invalid.

AVR V shall

- a. immediately change the status of the certified organization in the FSSC 22000 Portal and its own Register of Certified Organizations and shall take any other measures it deems appropriate;
- b. inform the organization in writing of the suspension decision within three (3) days after the decision was made and confirm the decision;
- c. instruct the organization to take appropriate steps in order to inform its clients through various forms of communication such as advertising and product labeling where applicable.

17 WITHDRAWAL OF CERTIFICATION

The provisions of the General Terms and Conditions shall apply. Additionally:

In case of withdrawal, the organizations' management system certification is invalid.

AVR V shall

- d. immediately change the status of the certified organization in the FSSC 22000 database and its own Register of Certified Organizations and shall take any other measures it deems appropriate;
- e. inform the organization in writing of the withdrawal or suspension decision within three (3) days after the decision was made and confirm the decision;
- f. Instruct the organization to take appropriate steps in order to inform its clients through various forms of communication such as advertising and product labeling where applicable.

18 ANNULMENT

The provisions of the General Terms and Conditions shall apply

19 FEES

Organizations certified against FSSC22000 are charged by AVR V for an annual fee to the Foundation. The fees are transferred to the Foundation. The Foundation will decide annually on the amount of this fee. The certified organization is



informed by AVRV for any change to the fees payable to the foundation prior to the next audit and agrees to reimburse for any additional charges.

20 APPEALS AND COMPLAINTS

The provisions of the General Terms and Conditions shall apply

21 CHANGES TO THE CERTIFICATION REQUIREMENTS

The provisions of the General Terms and Conditions shall apply. Additionally:

AVRV shall inform within a period of 2 months the certified organization whenever new information or changes occur with regards to the requirements of FSSC22000 and may lead to re-evaluation of the supplier prior to the planned visit.

22 FORCE MAJEURE

The provisions of the General Terms and Conditions shall apply. Additionally:

AVRV shall support with a reasonable planned course of action any force majeure event so as to ensure that the organization certification shall not be suspended due to a delay to the provision of services.

AVRV shall assess the risks for continuing certification and based on the outcome of the assessment, AVRV may define alternative potential short-term methods of assessing the organization to verify continuing effectiveness of its management system. The method for the assessment of risk shall include information gathering, validation of the information and shall be communicated to the customer. If the risk of continuing certification is low, and based on the collected information AVRV may consider alternative short-term methods of assessment to verify continuing system effectiveness of the organization. This may include requesting relevant documentation (for example management review minutes of meeting, corrective action records, results of internal audits, test/inspection records, etc) to be reviewed off-site by AVRV to determine continuing suitability of the certification (on a short-term basis only).

The following limitations shall apply when developing alternate short-term methods of assessment

a) First surveillance audit

Normally, the first surveillance audit after initial certification is to be within 12 months date of the certification decision. However, providing that sufficient evidence has been collected as above, to provide confidence that the certified management system is effective consideration may be given to postpone the first surveillance for a period not normally exceeding 6 months (18 months from date of initial certification). Otherwise the certificate has to be suspended or the scope reduced.

b) Subsequent surveillance audit

If an organization has to shut down completely for a limited period of time (less than 6 months), it would be reasonable to postpone an audit that had been scheduled to occur during the shutdown until the organization resumes operations. The organization should inform the AVRV when operations resume so that AVRV can conduct the audit promptly.

c) Recertification Audits

Normally the recertification audit must be completed and the recertification decision made prior to expiration to avoid loss of certification. However, providing that sufficient evidence has been collected as above, to provide confidence that the certified management system is effective consideration may be given to extend the certification for a period not normally exceeding 6 months beyond the original expiry date. The re-certification shall be carried out within this permissible extended period.

Otherwise, a new initial audit should be performed. The expiration of the renewed certification shall be based on the original recertification cycle.

In any case where AVRV decides a deviation from the established certification program shall be shared and validated by the Foundation prior the decision for alternate short-term methods of assessment.

If the contact with the organization cannot be made, AVRV shall follow the normal processes for suspension and withdrawal of certification.

23 LIMITATION OF LIABILITY AND INDEMNITY

The provisions of the General Terms and Conditions shall apply

24 FINAL PROVISIONS AND ALTERATIONS OF CONTRACT

The provisions of the General Terms and Conditions shall apply

25 JURISDICTION AND APPLICABLE LAW

The provisions of the General Terms and Conditions shall apply

26 CERTIFICATION MARK

(Logo)

