



# FAIR FOR LIFE

## CERTIFICATION PROCESS

Version January 2023

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## Table of Contents

|  |           |
|--|-----------|
| <b>PREAMBLE.....</b>   | <b>3</b>  |
| <b>1. GENERAL POINTS .....</b>   | <b>4</b>  |
| 1.1. WHO MUST BE CERTIFIED AND WHO MUST BE REGISTERED?.....            | 4         |
| 1.2. OWNERSHIP OF THE CERTIFICATE .....                                | 6         |
| <b>2. THE CERTIFICATION PROCESS STEP-BY-STEP .....</b>                 | <b>8</b>  |
| 2.1. APPLICATION .....   | 8         |
| 2.2. FORMALIZATION OF CONTRACT.....                                    | 9         |
| 2.3. INITIAL EVALUATION OF YOUR ACTIVITY .....                         | 10        |
| 2.4. REVIEW OF THE EVALUATION RESULTS AND CERTIFICATION DECISION ..... | 12        |
| 2.5. CERTIFICATION DOCUMENTS.....                                      | 12        |
| 2.6. CERTIFICATION REQUIREMENTS AND RATING SYSTEM .....                | 13        |
| 2.7. SURVEILLANCE OF YOUR ACTIVITY .....                               | 15        |
| 2.8. CHANGES AFFECTING CERTIFICATION .....                             | 18        |
| 2.9. VOLUNTARY END OF CERTIFICATION.....                               | 20        |
| <b>3. REGISTRATION PROCESS .....</b>                                   | <b>22</b> |
| 3.1. APPLICATION .....   | 22        |
| 3.2. INITIAL EVALUATION .....  | 22        |
| 3.3. REVIEW OF YOUR FILE.....  | 22        |
| 3.4. REGISTRATION DOCUMENTS.....                                       | 22        |
| 3.5. SURVEILLANCE.....   | 23        |
| <b>4. COMPLAINTS AND APPEALS.....</b>                                  | <b>24</b> |
| 4.1. COMPLAINTS .....  | 24        |
| 4.2. APPEALS .....   | 24        |
| 4.3. YOUR OBLIGATION WITH RESPECT TO THIRD-PARTY CLAIMS.....           | 24        |
| <b>5. USE OF LOGOS AND REFERENCE TO ECOCERT AND THE SCHEME .....</b>   | <b>25</b> |
| <b>ANNEX 1: INTERVIEWS WITH WORKERS AND PRODUCERS .....</b>            | <b>26</b> |
| INTERVIEWS WITH WORKERS.....   | 26        |
| INTERVIEWS WITH PRODUCERS (GROUPS) .....                               | 27        |
| <b>ANNEX 2: CERTIFICATION PROCESS OVERVIEW.....</b>                    | <b>28</b> |

## PREAMBLE

The aim of this document is to describe the key steps of the certification process applicable to operations and supply-chains involved in Fair for Life certification.

More specifically, it provides clarifications on the relationships to be established between ECOCERT ENVIRONNEMENT SAS (ECOCERT) and the operation applying for the Fair for Life certification (you): the documents and information to be provided, the different stages of the certification process, the compliance assessment process, etc.

Please, note that, in this document, “products” could indicate the product(s) and/or service(s) you have submitted for the Fair for Life certification.

This document is part of your certification contract.

## 1. GENERAL POINTS

The Fair for Life Scheme is composed of:

- the Fair for Life Certification Standard and its annexes;
- this Certification Process;
- the Rules of use for the Fair for Life logo;
- the following additional policies and documents:
  - o Fair for Life Policy for retailer brands;
  - o Fair for Life and For Life Policy on prohibited chemicals;
  - o Fair for Life and For Life Allegation Policy;
  - o Fair for Life List of ingredients that must be fair trade certified;

As part of the Fair for Life Scheme, any disrespect of these documents could lead to a new certification decision – described in section 2.7.5 (i) to (iv) – and/or to the termination of your certification contract.

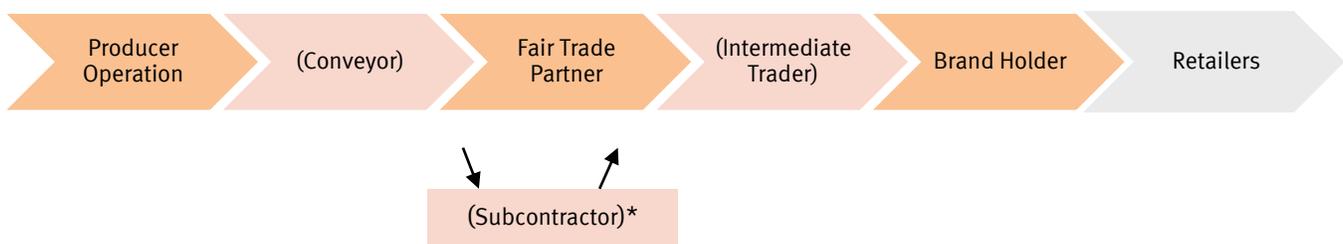
The Fair for Life Scheme leads to a product certification. It ensures that:

- Basic social and environmental responsibilities are respected by all operations involved in the supply-chain;
- Fair partnerships are implemented along the supply-chain (among others: fair prices to producers, long terms agreements, etc.);
- Local development is promoted, especially through the fair trade development fund;
- Raw materials and products are fully traceable from the producers to the final operation.

This is ensured through two main methods of control along the supply-chain: registration and certification.

### 1.1. Who Must be Certified and Who Must be Registered?

The requirements concerning certification and registration depend on your role and position in the supply-chain. As shown in the below diagram, the Scheme defines key operations, non-key operations, and exempted operations.



\*Subcontractors can operate anywhere in the supply-chain

 = Key Operations

= Certification required

 = Non-key Operations

= Registration minimally required

 = Exempted from control

As a general rule, key operations must be certified; non-key operations must, at least, be registered, and exempted operations are exempted of control. In some specific cases, exemptions apply. All rules are detailed in the table below:

| FFL OPERATIONS CONCERNED   | ADDITIONAL CHARACTERISTICS   | SUPERVISION SYSTEM MINIMALLY REQUIRED  |
|--|--|--|
| <ul style="list-style-type: none"> <li>▪ Producer operation</li> <li>▪ Fair trade partner</li> <li>▪ Brand holder (included Retailer Brand (2))</li> </ul> |  | <b>Certification</b>   |
| <ul style="list-style-type: none"> <li>▪ Conveyor</li> <li>▪ Subcontractor</li> <li>▪ Intermediate trader</li> </ul>                                       | <ul style="list-style-type: none"> <li>▪ Fair for Life activities <math>\geq 30\%</math> of total turnover</li> </ul>  |  |
| <ul style="list-style-type: none"> <li>▪ Conveyor</li> <li>▪ Subcontractor</li> <li>▪ Intermediate trader</li> </ul>                                       | <ul style="list-style-type: none"> <li>▪ Fair for Life activities <math>&lt; 30\%</math> of total turnover</li> </ul>  | <b>Registration (3)</b>  |
| <ul style="list-style-type: none"> <li>▪ Subcontractor</li> </ul>  | <ul style="list-style-type: none"> <li>▪ Fair for Life activities <math>&lt; 10\%</math> of total turnover; and</li> <li>▪ Only one “referent company” (1)</li> </ul>  | <b>Simplified registration (3)</b><br>(performed during the audit of the referent company) |
| <ul style="list-style-type: none"> <li>▪ Intermediate trader</li> <li>▪ Conveyor</li> </ul>  | <ul style="list-style-type: none"> <li>▪ Fair for Life activities <math>&lt; 10\%</math> of total turnover; and</li> <li>▪ Only one “referent company” (1)</li> <li>▪ Certified purchases / sales on behalf of a sister or mother company</li> </ul> |  |
| <ul style="list-style-type: none"> <li>▪ Subcontractor</li> </ul>  | <ul style="list-style-type: none"> <li>▪ No handling (processing, packaging or relabelling), for instance transport company or warehouses.</li> </ul>  | <b>Exempted of control</b>   |
| <ul style="list-style-type: none"> <li>▪ Retailers that are not Brand Holders</li> </ul>   |  |  |

(1) i.e. the certified products are delivered to only one certified operation having the capacity to monitor the elements requested for registration (traceability records, documentation / information about social and environmental responsibility and, if relevant, fair trade sales contracts).

(2) Retailers which market certified products under their own private brand will be submitted to an adapted control plan. The ways and means of this control plan as well as the corresponding complementary requirements are defined in a dedicated policy.

(3) In case of high risks identified by ECOCERT (traceability, social and environmental): additional spot check audits may be requested within the registration process.

For specific sectors, additional requirements apply:

| Sector                     | Requirements   |
|----------------------------|--|
| <b>Textile and Leather</b> | <p>As a general rule, non-key operations must be certified Fair for Life. The respective obligatory baseline certifications apply (OEKO-TEX 100 or OEKO-TEX Leather Standard).</p> <p>The requirement for FFL certification <u>can be waived if</u>:</p> <ul style="list-style-type: none"> <li>▪ The operation is not involved in any processing activities;</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>▪ one of the following certificates is available for the concerned FFL products:               <ul style="list-style-type: none"> <li>- GOTS</li> <li>- ERTS Level 2</li> <li>- Naturtextil IVN Best</li> <li>- Naturleder IVN</li> <li>- GRS in combination with OEKO-TEX 100 / OEKO-TEX Leather (at least class ii)</li> </ul> </li> </ul> <p>In these cases, a regular registration process is deemed sufficient, unless specified otherwise in the control modality defined by the CB.</p> |

The certification process is described in Section 2 of this document.

The registration process is described in Section 3 of this document.

## 1.2. Ownership of the Certificate

### 1.2.1. CERTIFIED OPERATIONS

Should you need to be certified, you must be directly contracted with ECOCERT, and therefore own your certificate.

Specific case of Producer operations: If you are a Producer Operation, you can include other separate entities as part of your certification scope (e.g. the Producers members of a cooperative). In this case, you are responsible for the compliance of the entities included in your certificate.

### 1.2.2. REGISTERED OPERATIONS

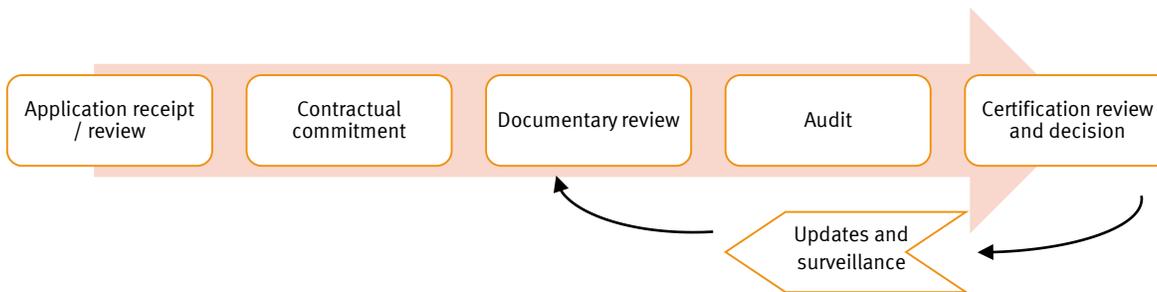
If you are a certified operation, you may enter into a contract with ECOCERT for the control of another entity eligible to the registration process (hereafter known as the “non-contracted entity”), as long as you are the only operation commercially involved with the non-contracted entity for certified products.

In this case:

- You have to ensure that the non-contracted entity agrees to comply with the applicable criteria of the Standard and to accept the terms detailed in this Certification Process;
- You are responsible for the compliance of the non-contracted entity;
- You will own the registration documents;
- The name of the non-contracted entity is displayed by ECOCERT unless you make a prior written request for confidential treatment.

## 2. THE CERTIFICATION PROCESS STEP-BY-STEP

The certification process is described in the below diagram:



Annex 2 gives a more detailed overview of the different steps.

### 2.1. Application

Upon initial contact with ECOCERT, you will receive:

- the current version of the Standard,
- your application forms, and
- the Certification Process (this document).

Through the application forms, you provide ECOCERT with all information required for the application review.

More specifically:

- A description of the project and operation (sites, relevant processes and products);
- Documentary evidence required to assess the eligibility;
- If applicable, information regarding your certified suppliers and subcontractors.

This information will be reviewed by ECOCERT in order to:

- Ensure that all necessary information is specified in the forms;
- Study the feasibility of the certification of your activities (especially through the assessment of your eligibility);
- Define your project and the relevant control criteria.

ECOCERT will inform you of the results of this review.

At this stage, you must read all of the relevant requirements of the Standard.

*Please note that your eligibility can be re-evaluated at any time (particularly in case of changes) and will also be verified during the audits.*

ECOCERT may refuse an application for certification when there are fundamental or known reasons such as illegal activities or repeated non-conformities of certification, inappropriate behaviour, outstanding payment etc.

Application which cannot be satisfied by ECOCERT

Certification is not possible in these specific cases:

- a conflict of interest that could undermine the impartiality of ECOCERT decisions,
- a geographical location that makes certification/control a technical impossibility or a risk for those involved,
- the lack of qualified personnel to meet the specific requirements of your request.

## 2.2. Formalization of Contract

### 2.2.1. QUOTE GENERATION

ECOCERT generates a personal quote for the current year based on the information you have provided during the application process. Any audits, samplings or analyses which are not planned in the evaluation plan are not included in the initial quotation. The quotation is sent to you together with the general Terms and Conditions.

### 2.2.2. QUOTE SIGNATURE

The signature and the return of the quote confirm your contract of certification, composed of the current version of the following documents:

1. Terms and Conditions;
2. This Certification Process document;
3. The Standard and other documents to which it refers.

More specifically you commit to:

- comply with the Fair for Life Scheme requirements;
- agree to annual audits scheduled by ECOCERT and provide access to all sites, premises, data, processes, procedures and personnel;
- agree to any additional audits and other investigations that ECOCERT may deem necessary;
- whenever needed, provide and update data required for the certification.

## 2.3. Initial Evaluation of your Activity

During the initial evaluation of your operation, all of the activities in the scope of the certification will be evaluated in order to verify compliance with the Scheme requirements.

### 2.3.1. DOCUMENTARY REVIEW

Your file will be allocated to a Client Relationship Officer who will be your main contact with ECOCERT. This officer will send you the forms specific to your activity in order to prepare for your audit. These forms must be filled in and sent back to ECOCERT.

The preparatory documents will be reviewed by your officer, allowing ECOCERT to refine its knowledge of your operation and collect all necessary information to prepare for the on-site audit. At this point, potential non-compliances can be spotted to give you time to improve before the audit.

### 2.3.2. AUDIT PLANNING

Once you have provided the complete preparatory documentation and have paid for the service as per the conditions set out in the offer, ECOCERT:

- defines a target period for the audit, taking into account the possible seasonality of the concerned activities;
- assigns an auditor, taking into consideration his/her qualification, profile and experience (mainly in regard to specific knowledge and experience in social and fair trade auditing, knowledge of the sector, local and national legislation, language, national culture, etc.) as well as his/her time availability.

Provided that you send all necessary information on time, the auditor will then arrange logistics with you and send you an audit plan with a reminder of the documents to have on hand and the personnel that should be present during the audit.

### 2.3.3. AUDIT MODALITIES

#### THE DIFFERENT STAGES OF THE ON-SITE AUDITS

- 1) **Opening meeting:** the auditor presents the objectives and the different points to check, confirms the scope and the audit plan.
- 2) Assessment of the management system based on a **documentary review**.
- 3) **On-site visit and interviews** with personnel and/or producers (a minimum number of interviews is required; please refer to conditions set in Annex 1).
- 4) **Closure meeting:** the auditor prepares a summary of the on-site audit and of any observed non-conformities. You will be asked to sign it.

Note: During the audit, copies may be made of certain documents. If data privacy laws of the audit country prohibit copies of certain documents, the auditor and ECOCERT respect these restrictions.

The audit is carried out with your assistance. The Standard coordinator or his/her representative must be present at the opening and closing meetings, ideally accompanied by the company/organization managers and by workers' and/or producers' representatives.

If several sites are included in your certification scope, they are visited by the auditor during the audit according to the following modalities:

- Each site is visited at least once per cycle (see part 2.7.1);
- At least 5 sites are visited during each audit.

These modalities can be adapted on a case by case basis by ECOCERT, if you present a particularly reliable internal control system ensuring the compliance of all included sites towards the Fair for Life standard.

#### 2.3.4. PRODUCT SAMPLING & ANALYSIS

Based on a risk analysis, ECOCERT or the auditor may require sampling analysis. In this event, any sampling is done in the presence of you or of your representative, who signs the related documents. The nature of the analysis and the laboratory chosen to do the analysis are determined by ECOCERT. If it is necessary, ECOCERT may decide to leave a sample on your premises. This sample should be used only in the event of counter-analysis. In this case, you, a representative of ECOCERT or a bailiff may send the sample to a third-party laboratory appointed by ECOCERT according to ECOCERT instructions.

#### 2.3.5. CORRECTIVE ACTION PLAN

During the audit, any non-conformities with the Standard's requirements are identified. These non-conformities require actions (called "corrective actions") from you in order to become compliant.

During the closure meeting or within the following week, you must commit to a corrective action plan and provide it to the auditor. This plan must:

- describe the corrective actions considered for the identified non-conformities,
- assign responsibilities for implementation, and
- set effective implementation dates for the corrective actions.

#### 2.3.6. SUMMARY OF YOUR AUDIT

You will receive an audit report, either during the closure meeting or after the audit. This report contains:

- basic information on the main verification methods used during the audit (interviews, visits, etc.),
- the scores obtained per requirement,
- the details of any non-conformity, completed by your corrective action plan, and
- a summary of your overall performance.

#### 2.3.7. EVALUATION OF IMPLEMENTED CORRECTIVE ACTIONS

According to the corrective action plan previously presented, and within 4 months (6 months upon request, based on a case-by-case evaluation) after receiving the audit report, you must submit proof of implementation of the corrective actions for each non-conformity corresponding to a certification requirement (as defined in section 2.6). These completed actions must be relevant and comprehensive in order to continue the certification process.

Depending on the additional evaluation tasks needed to verify that the non-conformities have been cleared, ECOCERT may, if necessary, proceed with:

- Additional documentary evaluations, and/or
- Additional on-site audits.

## 2.4. Review of the evaluation results and Certification Decision

Once ECOCERT has checked the relevance and completeness of your file, you will receive the certification decision which is based on:

- the audit report, containing your proposed corrective action plan,
- the proof of the corrective actions implemented, and
- other related documents.

- If the certification decision is positive:

ECOCERT sends you your certification documents.

- If the certification decision is negative:

ECOCERT informs you by letter and identifies the reasons. In this case, you can apply for a new certification process, beginning at step 2.1.

In case of suspicions that you intend to put on the market a product non-compliant toward the standard and making reference to the certification, ECOCERT could temporarily delay the positive certification decision of the concerned products. During this delay ECOCERT will conduct the necessary complementary evaluations to confirm the compliance of the concerned products. Before taking this decision, ECOCERT will inform you and invite you to send back your observations.

## 2.5. Certification Documents

Certification documents shall only be issued after, or concurrent with the following:

- Certification requirements have been fulfilled,
- The decision to grant the certification has been made.

The certification documents convey the following information:

- The scope of certification
- The name and address of ECOCERT,
- The date the certification is granted,
- Your name and address,
- The concerned sites, including, if applicable, the names of the producers,
- The list of your certified products, and
- The term of certification.

The certificate will include a section on the overall performance of your operation (as described in section 2.6)

 Upon positive certification, your company’s name, approved products categories, basic ratings, performance level and project information will be published on the Scheme website ([www.fairforlife.org](http://www.fairforlife.org)). You may present objections to the publication within 14 days after the receipt of your certification documents.

Any costs incurred (e.g. manufacturing, printing labels, etc.) in anticipation of a certification decision not yet issued are under your responsibility and cannot be supported by ECOCERT.

## 2.6. Certification Requirements and Rating System

### 2.6.1. CATEGORIES OF CRITERIA

In the Standard, evaluation criteria are classified in the following categories:

| Level | Description   | Additional clarifications  |
|-------|---|--|
| KO    | If not met, these criteria jeopardize the certificate with immediate effect.  | <i>The KO criteria concern especially critical aspects related mainly to social and environmental responsibility.</i>  |
| MUST  | If not met, correction measures are expected. According to the criteria, MUST requirements must be met from Year 0 (i.e. before the initial audit), 1 (i.e. before first certification), 2, 3 or 4. | <i>The MUST Year 0 criteria correspond to the eligibility criteria, which will be evaluated all along the certification process (application, evaluation, surveillance).</i> |
| BONUS | These criteria are optional but enable the Operation to achieve better performance  | -  |

### 2.6.2. EVALUATION OF CRITERIA

Each criterion describes the norm for good practice (rating = 2), and is potentially evaluated on a scale that can range from 0 to 4:

|   |   |
|---|---|
| 0 | Very poor performance / not compliant at all  |
| 1 | Not yet sufficient but already positive developments towards the norm for good practice |
| 2 | Defined as the norm for good practice   |
| 3 | Voluntary performance higher than the norm, beyond the norm for good practice           |
| 4 | Exceptionally high performance; outstanding, far beyond the norm for good practice      |

Note: An intentional or a repeated non-conformity on a criterion will lead to a “0” score.

### 2.6.3. CERTIFICATION REQUIREMENTS

To be certified, some criteria have to be fulfilled (minimum rating = 2), corresponding to the “certification requirements”. These criteria depend on the years of certification:

| Current certification year | Criteria to be fulfilled (minimum rating = 2)              |
|----------------------------|--|
| <b>Year 1</b>              | All KO, Year 0 and Year 1 criteria                         |
| <b>Year 2</b>              | All KO, Year 0, Year 1 and Year 2 criteria                 |
| <b>Year 3</b>              | All KO, Year 0, Year 1, Year 2 and Year 3 criteria         |
| <b>Year 4 and over</b>     | All KO, Year 0, Year 1, Year 2, Year 3 and Year 4 criteria |

#### Specific case for KO requirements



At any stage of the certification process, if a non-conformity on a KO requirement is transmitted to ECOCERT, it will be immediately reviewed by the certification officer (please note that during this step, further investigations can be done by ECOCERT) and lead to a **refusal** or a **reduction/withdrawal** of your certificate.

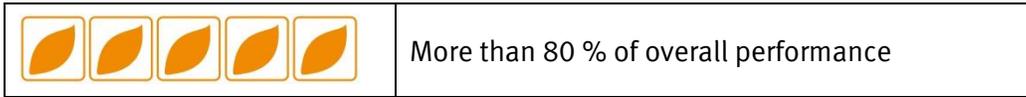
**Reminder:** At any time, applicable local laws must be respected. If legal regulations are not respected for a given criterion, a non-conformity will be indicated.

### 2.6.4. PERCENTAGE OF PERFORMANCE

$$\text{Overall performance percentage} = \frac{\text{Total number of points obtained (KO, Must \& Bonus criteria)}}{\text{Maximum possible points on KO \& Must criteria}}$$

This percentage does not have a direct impact on your certification but reflects your overall performance. Depending on the percentage reached, you will be granted a certain level, displayed on your certificate:

|   |  |
|---|--|
|  | Less than 60% of overall performance       |
|  | Between 60% and 80% of overall performance |



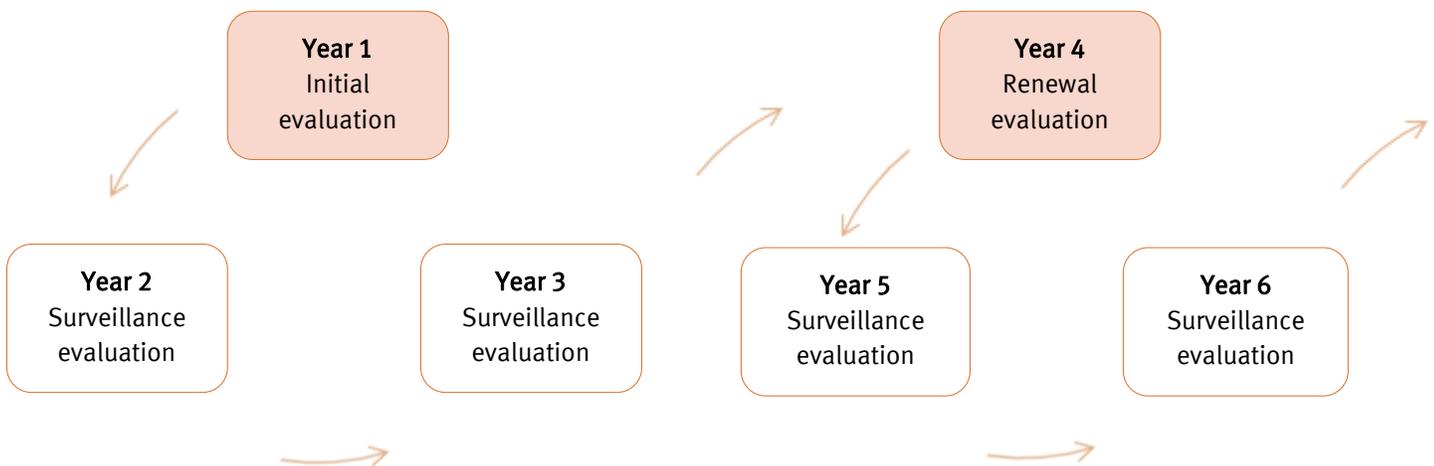
## 2.7. Surveillance of your Activity

The certification process is automatically renewed every year, unless you notify ECOCERT about the termination of your certification contract, according to the current Terms and Conditions.

On the basis of any information you send to ECOCERT and/or that may be collected during the audits and other investigations, ECOCERT will update your annual certification fees.

### 2.7.1. EVALUATION CYCLES

Following the initial evaluation and initial Certification Decision, annual evaluation will be organized through a 3-year cycle, as shown in the diagram below:



### 2.7.2. SURVEILLANCE EVALUATIONS

Annual surveillance evaluations are normally based on on-site audits (see possible exemptions in section 2.7.4 below).

- These audits focus at least on:
  - Any previous non-conformities
  - Any new MUST requirements
  - Identified areas where continuous improvement is expected and/or where potential risks have been detected (based on a case-by-case analysis)

As such, the implementation of the corrective action plans defined in the previous year to deal with the detected non-conformities will be verified.

- Surveillance is also based on the verification of any changes in the scope of your certification. For this reason, you must inform ECOCERT without delay of any change in your system (manufacturing, process, quality, number of workers and facilities, etc.) and/or the range of your products to be certified.

In the surveillance evaluation, steps 2.3.1 to 2.3.7 are repeated. ECOCERT will contact you in a timely manner to start these steps.

Please, note that during the step 2.3.7 (Evaluation of implemented corrective actions), the applicable deadline to submit corrective actions is 2 months after receiving the audit report (1 month for especially critical aspects which will be specified during the closing meeting; more than 2 months upon request and based on case-by-case basis).

### 2.7.3. RENEWAL EVALUATIONS

Every 3 years, a renewal evaluation, based on an on-site audit, is performed. During this audit, all of the activities in the scope of the certification will be evaluated in order to verify your compliance with the Scheme requirements.

In the surveillance evaluation, steps 2.3.1 to 2.3.7 are repeated. ECOCERT will contact you in a timely manner to start these steps.

Please, note that during the step 2.3.7 (Evaluation of implemented corrective actions), the applicable deadline to submit corrective actions is 2 months after receiving the audit report (1 month for especially critical aspects which will be specified during the closing meeting; more than 2 months upon request and based on case-by-case basis).

### 2.7.4. POSSIBILITY OF DESK-BASED SURVEILLANCE AUDITS

In the cases detailed below, you can ask ECOCERT for remote audits (*“desk-based audit”*) instead of physical on-site audits, during surveillance evaluations only. In this case, you must dispatch all of the necessary documents to ECOCERT at the beginning of step 2.3.1.

#### EXEMPTION A. LOW-RISK TRADERS

**Surveillance audits** can be desk-based audits from the first audit cycle onwards for operations respecting the below conditions:

- Trading activities only (no production / packing / processing); OR
- Less than five full-time equivalent employees; AND

- ECOCERT concludes there is low risks in terms of traceability, social and environmental compliance, considering the operation’s profile and complexity, previous audit results, the nature and quantity of previous non-conformities, and any other relevant information.
- *This exemption isn’t possible for initial and renewal audits. The latter, must be physical on-site audits.*

**EXEMPTION B. OPERATIONS WITH EXCELLENT PERFORMANCE**

**Surveillance audits** can be desk-based audits from the second audit cycle onwards for operations respecting the below conditions:

- Excellent performance rating (> 90%) for at least 3 years; AND
- ECOCERT concludes there is low risks in terms of traceability, social and environmental compliance.

*This exemption isn’t possible for initial and renewal audits. The latter, must be physical on-site audits.*

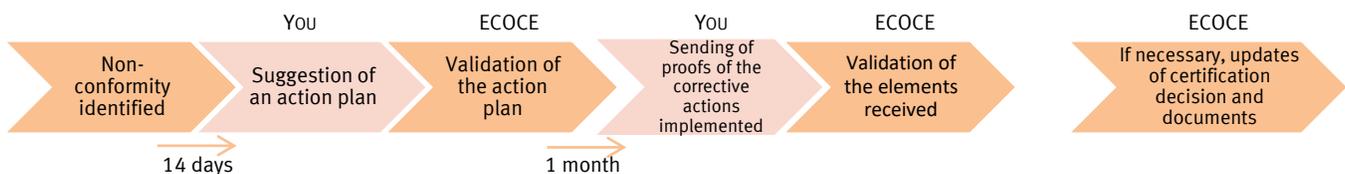
**2.7.5. UPDATES AND RENEWALS OF CERTIFICATION DECISION AND DOCUMENTS**

Once the surveillance / renewal evaluation has been finalized and no non-conformity is pending, ECOCERT will check the relevance and completeness of your file. If necessary, a new certification decision will be taken, and your certification documents will be updated / renewed with:

- Any change of the scope of your certification,
- The latest audit data (date of audit, new percentage of performance...), and
- In case of a renewal: the new term of certification.

When non-conformities remain as a result of surveillance or renewal evaluation, they will be reviewed by ECOCERT and appropriate measures will be taken.

When non-conformities arise by any other means, the following steps apply:



Based on the corrective action plan and depending on the extent and the severity of the identified non-conformities, ECOCERT can take the following appropriate measures:

| Measures  | Description  |
|---|--|
| (i) <b>Continuation of certification under conditions</b> | Conditions to continue certification could include: <ul style="list-style-type: none"> <li>▪ Increased surveillance through a new audit or additional analysis, or</li> <li>▪ A delay to allow you to prove implementation of the corrective actions, defined on a case-by-case basis.</li> <li>▪ Etc...</li> </ul> If the required conditions are not fulfilled in the given time, ECOCERT will start the process of suspension or reduction or withdrawal of certification and update the certification documents accordingly. |

|   |  |
|---|--|
| <p>(ii) <b>Suspension of certification or certification on hold</b></p> | <p>This involves the <b>interruption of certification until compliance of the products</b>. If the products are not yet certified, your certificate will be on hold.</p> <ul style="list-style-type: none"> <li>- Suspension may involve <b>one or more products</b>. To clear such non-conformities, you must provide the necessary elements within the time granted.</li> <li>- A suspension period <b>cannot last more than 12 months</b> after the latest audit. In the case of a long suspension period (i.e. more than 6 months), intermediate reports on the progress of corrective actions implementation can be requested by ECOCERT every 3 months.</li> <li>- At the end of the suspension period, if the non-conformities have not been solved, your certification will be reduced or withdrawn (see points iii and iv).</li> </ul> <p>In all cases, <b>no reference to the certification or to ECOCERT can be made</b> any longer for the products concerned by the suspension until the non-conformity is closed. This ban also applies to any other communication materials. The concerned products will be removed from your certification documents during the suspension period, and it is your responsibility to stop using your previous certification documents. It is your responsibility to inform your clients that your products are suspended.</p> |
| <p>(iii) <b>Reduction of the certification</b></p>                      | <p>This implies the <b>immediate and final cancellation of the certification for part of the products</b>. This decision may be due to nonconformity noticed in audit or on your request if you do not wish to use the certification for one or more of your products (cancellation).</p> <p>From the date of the reduction of the certification, <b>no reference to the certification or to ECOCERT can be made any longer for the products concerned by the reduction</b>. This ban also applies to any other communication materials. The concerned products will be removed from your certification documents, and it is your responsibility to inform your clients that your concerned products are not certified anymore, and to stop using your previous certification documents.</p>   |
| <p>(iv) <b>Withdrawal of certification</b></p>                          | <p>This implies the <b>immediate and final cancellation of the certification for all your products</b>.</p> <ul style="list-style-type: none"> <li>▪ From the date of the withdrawal of certification, <b>no reference to the certification or to ECOCERT can be made any longer for the complete certification</b>. This ban also applies to any other communication materials. The withdrawal of your certification documents implies the immediate end of validity of these documents. It is your responsibility to inform your clients that your products are not certified anymore, and to stop using these documents.</li> <li>▪ This decision is also accompanied by the <b>termination of the contract</b> with ECOCERT.</li> </ul> <p>If you want to certify again, the whole certification process must be conducted again, starting with step 2.1.</p>  |

In case of suspicions that you put, or intend to put, a product non-compliant toward the standard and making reference to the certification, ECOCERT could temporarily request the suspension of the certification of the concerned products. During this suspension, ECOCERT will conduct the necessary complementary evaluations to confirm the compliance of the concerned products. Before taking this decision, ECOCERT will inform you and invite you to send back your observations.

## 2.8. Changes Affecting Certification

### 2.8.1. CHANGES IN THE CERTIFICATION SCHEME

**Responsibilities of ECOCERT:** ECOCERT undertakes to inform you by email of changes to documents in the Scheme, modalities of implementation and to make available the most up-to-date version of the Scheme on the corresponding website.

According to the circumstances, the amended provisions will apply with immediate effect or transitional measures may be implemented by ECOCERT. It is the responsibility of ECOCERT to verify the implementation of the changes.

Changes to the Certification Standard will pass by a Scheme Committee which will provide advice on:

- the implementation of the new requirements,
- appropriate transition periods and reasonable deadlines for any new certification requirements.

**Your responsibilities:** It is your responsibility to implement changes. If changes are not implemented, ECOCERT can notify you of non-conformities which, if not resolved, can lead to a suspension, a reduction or even a withdrawal of your certification (see table in section 2.7.5. (ii) to (iv)).

### 2.8.2. CHANGES IN YOUR CERTIFICATION SCOPE

It is your responsibility to inform ECOCERT, without delay, of any changes that might affect your compliance to the certification requirements.

#### Examples of changes to be notified:

- Legal, commercial, organization status or ownership;
- Organization and management;
- Modifications to the products, of the production method;
- Contact address and production sites;
- Addition of new suppliers or producers;
- Changes in your role in the supply chain;
- Etc.

These changes may have an impact on your certification (changes of the scope of the certificate, suspension, withdrawal etc.) and potentially could lead to an additional audit.

If the changes lead to a modification of the applicable requirements, the new **MUST** requirements will be applicable according to the first year of your certification and not according to the year of change.

### 2.8.3. POSTPONEMENT OF YOUR CERTIFICATION

Should you plan to suspend your activity (halt manufacture, packaging or sale of the certified products), ECOCERT can suspend its service for up to 2 successive semesters, without cancelling your contract during this time:

- You must submit a request to ECOCERT no later than one semester before the planned suspension.

- Once the postponement is agreed by ECOCERT, your certification documents are no longer valid during the concerned period.
- You are therefore no longer allowed to refer to the certification or to ECOCERT, regardless of the modalities (sales documents, labelling, website, communication documents, etc.).

At the end of the on-hold period:

- The certification process is resumed at step 2.7.3 – renewal evaluation.
- During the renewal evaluation, the applicable MUST requirements (Year 1, 2, 3, 4) are defined without considering the on-hold period.

## 2.9. Voluntary End of Certification

### 2.9.1. GENERAL PROCEDURE

You can ask to stop certification for all or a part of your products at any time:

- **Contract/certification cancellation:** In case you would like to cease the certification of all your products and, at the same time, end your contract, you must do so in compliance with the conditions defined under the Terms and Conditions.
- **Consequence on certification documents:** The end of the certification for all or a part of your products, and, if any, the termination of your contract imply the end of the validity of your conformity certificates for the concerned products with immediate effect.
- **Consequences on sales/communications:** Consequently, after the termination date of the certification (and the termination of the contract, as the case might be):
  - you can no longer manufacture and market the concerned products with reference to the certification and/or to ECOCERT. Certification of products already distributed and still on the market is not concerned.
  - you can no longer refer to the certification or to ECOCERT on any communication materials
- **Closing audit:** ECOCERT may require an additional audit before the termination date of the certification to check potential on-going points.
- **Specific case of stock selling off\*not applicable for producer operations\*:** In the event you have stock of compliant ingredients or products marking reference to the certification or to ECOCERT, requiring a disposal period, you are asked to inform ECOCERT of this event together with your cancellation request. ECOCERT will examine your request and may extend your contract and allow you to sell your stock of compliant products. In that case a closing audit will be required to cross-check the compliance of the concerned stocks and the estimated time to sell such stocks. This audit will imply additional costs.

The contract and certificate will therefore remain in force until the date we have agreed for you to be able to sell the stocks of certified products (please note that this date won't be later than your last certificate expiry date and one year after the closing audit).

In any case, we recommend that you contact ECOCERT to find out the exact termination terms and conditions applying to your organisation.

During such contract extension period, you are not allowed to use ingredients purchased after the closing audit to manufacture products making reference to the certification.

## 3. REGISTRATION PROCESS

If you need to undergo registration as defined in section 1.1, the following registration process applies.

### 3.1. Application

Upon request, ECOCERT provides you with the documents to be filled in order to initiate the registration process and, if you are a client, with a quotation.

For the Client, the signature and the return of the quote confirm its contract of certification, composed of the current version of the following documents:

1. Terms and Conditions;
2. This Certification Process document;
3. The Standard and other documents to which it refers.

### 3.2. Initial Evaluation

You must send all documents required for the registration to ECOCERT, including a registration form and forms used to monitor traceability.

The initial evaluation is based on a documentary review. However, if non-conformities or high-risk aspects are noted during the evaluation, corrective actions will be requested, and an on-site spot check may be carried out. If the initial evaluation shows that you are not eligible to the registration process, ECOCERT will inform you consequently and you will need to go through the certification process (see part2).

### 3.3. Review of Your File

ECOCERT will review the documents and, if applicable, the corrective actions provided by you and exchange information with you until your confirmation of registration can be issued. The corresponding confirmation of registration will be issued once the services have been paid for as per conditions set in the quotation.

### 3.4. Registration Documents

You are issued with a confirmation of registration listing the relevant operations and products and stating:

- The date when the registration was finalized (date of issue), and
- The date when the process needs to be renewed (anniversary date of renewal).



Upon positive registration, your company's name will be published on the Scheme website ([www.fairforlife.org](http://www.fairforlife.org)). You may present objections to the publication within 14 days after the receipt of your registration documents.

## 3.5. Surveillance

In order to ensure that the registration process is renewed and the registration documents are updated, the following conditions must be complied with at the time of the renewal date:

- You sent updated information on its activities and updated documents required for the documentary review; and
- ECOCERT sent you a suitable price quote; and
- You paid for the service provided as per the conditions associated in the quote.

A surveillance plan is set by ECOCERT to determine whether investigations need to be conducted and/or additional audits need to be scheduled. The plan is defined according to the risks identified on the operation, more specifically with regards to the products traceability, working conditions and environmental impacts.

At any time, if you are not eligible to the registration process anymore, you must inform ECOCERT. You will have to go through the certification process (see section 2).

## 4. COMPLAINTS AND APPEALS

You may submit complaints about the provided services to ECOCERT, or appeal a certification decision taken by ECOCERT.

ECOCERT commits first to acknowledge receipt of your complaints or appeals and to deal with them in a timely manner and according to the relevant internal procedures.

### 4.1. Complaints

Anyone can send a written complaint to ECOCERT. The complaint can concern documentary validation, another client, ECOCERT's service, or other.

A response will always be sent to the individual who made the complaint under a reasonable delay.

All complaints are recorded by the quality manager, as well as measures taken and an analysis is made on a regular basis to improve ECOCERT's service.

If the complaint is raised by workers or external stakeholders concerning a certified operation's alleged violation of the Certification Standard requirements, ECOCERT will deal with such allegations according to a separate and dedicated policy.

### 4.2. Appeals

You may appeal any decision on certification by sending a written notice to ECOCERT.

To be eligible, your appeal must:

- Be a written notice (letter or email),
- Be done within 14 days, following the receipt of the certification decision, and
- Be duly justified: new items that have not yet been brought to the attention of ECOCERT must be provided.

If the appeal is admissible, it is processed by ECOCERT.

**Appeals are not suspensive of the decision subject to the appeal.** These decisions therefore apply until a new decision has been made after evaluation of your appeal.

### 4.3. Your Obligation with respect to Third-Party claims

You are responsible for managing third-party claims that are addressed to you directly. You must keep a record of all complaints relating to compliance with certification requirements and make these records available to ECOCERT. These records must keep track of the appropriate actions taken and these actions must be documented.

## 5. USE OF LOGOS AND REFERENCE TO ECOCERT AND THE SCHEME

Conditions of references to the certification, to ECOCERT and associated trademarks are defined in the following documents:

- The Annexes II and III of the Fair for Life Certification Standard
- The Rules of use for the Fair for Life logo.

Moreover, you are not allowed to use the ECOCERT trademark on the certified products.

For all communication materials, each reference to ECOCERT must respect potential applicable rules defined by ECOCERT.

Misuse of the trademark or incorrect reference to the certification or to ECOCERT by a client may lead to the implementation of appropriate measures such as reduction, suspension or withdrawal of certification. ECOCERT is also required to inform any competent authorities.

### **Example of misuse of the trademark or incorrect reference to the certification / ECOCERT:**

- The logo seal or reference to the certification or to ECOCERT is made on products which are not (yet) certified,
- In general, the communication / labelling rules are not fulfilled (complete rules available in the Certification Standard and accompanying documents).

## ANNEX 1: INTERVIEWS WITH WORKERS AND PRODUCERS

### Interviews with workers

#### > MODALITIES

Workers are interviewed by the auditor during the audit, according to the following modalities:

| Who?  | Where?  | How?  |
|---|---|---|
| <ul style="list-style-type: none"> <li>The interviews shall include workers from different sites and shifts, and include permanent, temporary and subcontracted workers, if any.</li> <li>The interviews shall include a workers' representative if present, at least as part of an interview group.</li> <li>In case workers are organized in a trade union and the representative has not been interviewed in the course of the audit, the trade union will be contacted and invited to send additional feedback within 2 weeks.</li> </ul> | <ul style="list-style-type: none"> <li>Interviews take place on site, without any management or supervisory staff present.</li> <li>Interviews can also be off-site. This option should be considered especially in case of suspected serious infringements of workers' rights and/or in investigation of substantial allegations.</li> </ul> | <ul style="list-style-type: none"> <li>Interviews with workers will generally be carried out individually but can also be lead in small groups, up to 15 workers.</li> <li>At least half of the interviews shall be individual interviews.</li> <li>The name of the workers interviewed shall not be divulged to the managers and the content of the interviews shall remain confidential.</li> <li>If necessary, you may be asked to arrange for an independent translator.</li> </ul> |

#### > SAMPLING

- A risk level will be determined for sampling depending on:

- Sector and country-related risks (health and safety of workers, freedom of association and expression, child labour...);
- Results obtained on social aspects in previous audits.

- The minimum number of interviews is defined in the following table:

|                   | Low risk         | Medium risk      | High risk  |
|-------------------|------------------|------------------|------------|
| <b>n ≤ 350</b>    | 3% n, at least 5 | 5% n, at least 5 | $\sqrt{n}$ |
| <b>n &gt; 350</b> | -                | -                |            |

*With n: total number of workers (combining all categories: permanent / temporary / agency)  
Figures can be round up*

**Note:** These modalities and sampling rules do not apply to those workers employed by individual producers whose monitoring is already included in the Internal Control System of the Producer Operation. Modalities for these are defined in the following section “Interviews with Producers (groups)”.

## Interviews with producers (groups)

### > MODALITIES

Producers are interviewed by the auditor during the audit, according to the following modalities:

| Who?   | How / Where?   |
|--|--|
| <ul style="list-style-type: none"> <li>The choice of producers to interview will be made depending on the assessed risks at producers' level and on their representativeness.</li> <li>If any, a sample of the workers hired by the selected producers shall also be interviewed to confirm the data of the Producer Operation's Internal Control System.</li> </ul> | <p>Interviews with producers can be held in two forms:</p> <ul style="list-style-type: none"> <li>Collective, via the organization of "focus group discussions", usually taking place in the Producer Operation premises (e.g. at the cooperative office);</li> <li>Individual, generally in the producers' premises (e.g. at their farms).</li> </ul> <p>At least half of the interviews must be individual interviews held in the producers' premises, unless particularly low social and environmental risk factors are identified (organic certification + guarantee of good working conditions).</p> <p>In all cases, large producer entities (hiring more than 25 permanent workers or more than 80 total workers) must be visited annually. The same requirement may be applied to medium producer entities (more than 5 permanent or more than 25 total workers), based on size and identified risk factors.</p> |

### > SAMPLING

- A risk level will be determined for sampling depending on:

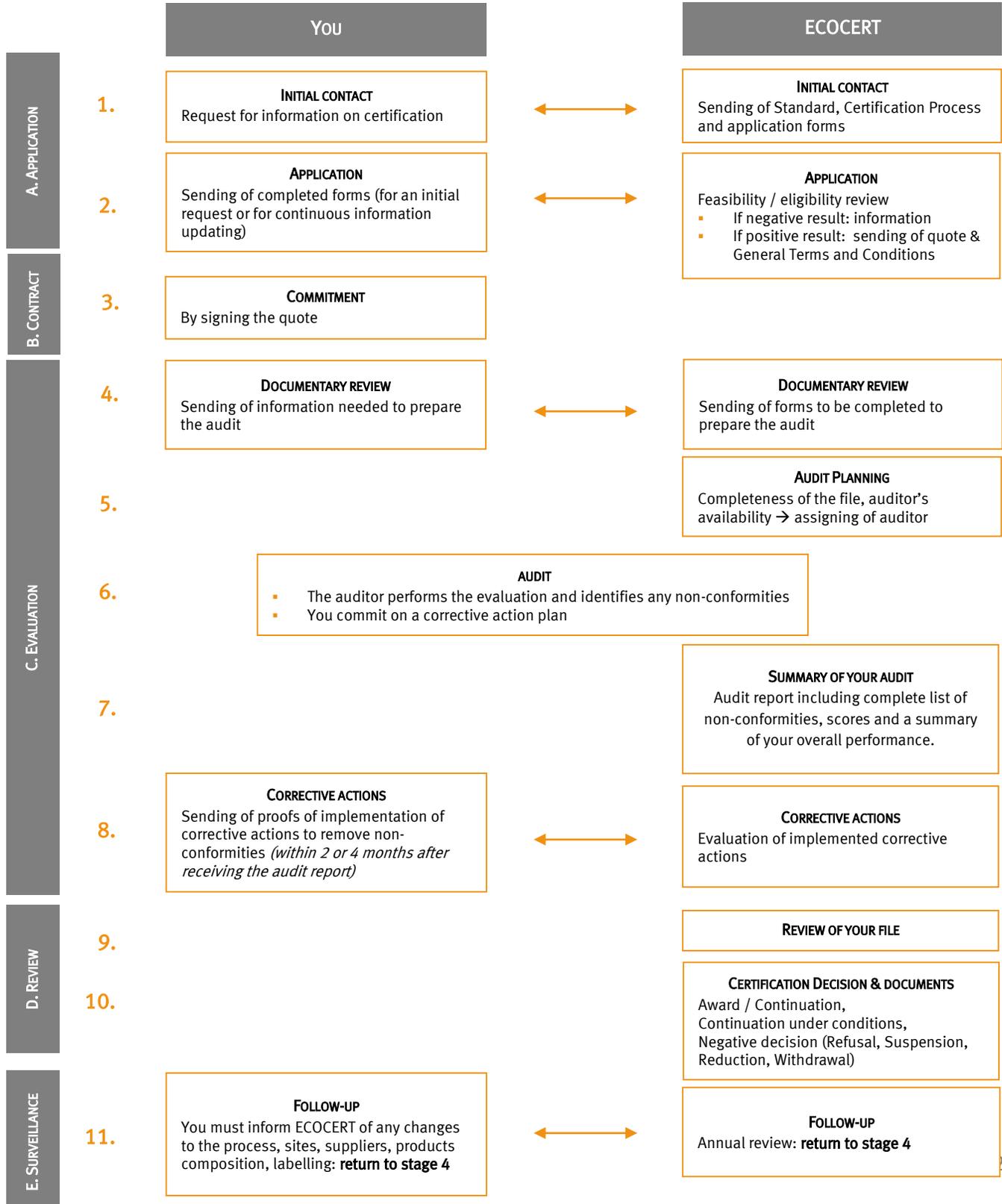
- The average number of workers hired by the producers
- The complexity of the production systems
- The known social risks in the area
- The environmental risks (particular attention to non-organic certified operations)
- The quality of the internal control system;
- Other risks (traceability, governance issues, etc.).

- The minimum number of interviews is defined in the following table:

|                   | Low risk         | Medium risk      | High risk |
|-------------------|------------------|------------------|-----------|
| <b>n ≤ 350</b>    | 3% n, at least 5 | 5% n, at least 5 | √n        |
| <b>n &gt; 350</b> | -                | -                |           |

*With n: total number of producers*

## ANNEX 2: CERTIFICATION PROCESS OVERVIEW



## TERMS AND DEFINITIONS

For definitions of supply-chain related terms, please refer to the “Terms and Definitions” in the Fair for Life Standard.

### › CERTIFICATION PROCESS GLOSSARY

**Advisory Committee** – Internal committee composed of the certification manager and certification decision officers; external stakeholders could be invited if necessary.

**Appeal** – Written request by a controlled operation to ECOCERT for reconsideration of a certification decision ECOCERT has made.

**Certification** – Issuance of a certification document.

**Certification Body** – Third-party conformity assessment body operating certification schemes.

**Complaint** – Expression of dissatisfaction, other than appeal, by any person or organization to ECOCERT, related to the activity of ECOCERT where a response is expected.

**Corrective Action Plan** – List of non-conformities related to certification requirements and their impact on the certification decision. It can be completed by additional evaluation needed to clear non-conformities.

**Non-conformity** – Non fulfilment of a requirement.

**Desk-based Audit** – Audit which is based on the analysis of documentation and telephone discussions but does not include the on-site visit of the audited operation.

**Evaluation** – Planning, preparation and completion of activities such as inspection, audit, documentary verification, analysis, etc., in order to give information regarding the requirement relating to the products.

**Reduction of Certification** – Immediate and final cancellation of the certification for part of the products.

**Registration** – The issuance of a conformity document to handle certified ingredients or products within a certified supply chain.

**Scope of Certification** – Identification of:

- the product(s), process(es) or service(s) for which the certification is granted,
- the applicable certification scheme, and
- the standard(s) and other normative document(s), including their date of publication, to which it is judged that the product(s), process(es) or service(s) comply.

**Surveillance** – Repetition of the assessment, review, certification decision, according to the certification scheme, as the basis of the maintenance of certification.

**Suspension of Certification** – Complete or partial nullification of the certification for a defined period of time. At the end of this period the certification will be restored, withdrawn or terminated.

**Termination of Certification** – Permanent and complete end of the certification following the termination of the contract by one of the parties.

**Withdrawal of Certification** – Permanent and complete end of the certification following the non-satisfaction of certification requirements by the client.