



**CERTIFICATION OF THE STANDARD  
EUREPGAP *FRUIT AND VEGETABLES* IN  
COMPANIES LOCATED OUT OF SPAIN**

**PG 01-BPA-  
Abroad**

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*FRUIT AND VEGETABLES* IN COMPANIES  
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ACTION	NAME	SIGNATURE
WRITTEN	AGRIFOOD PRODUCT MANAGER	
VERIFIED	QUALITY DEPARTMENT	
APPROVED	E. QUEJIDO MARTIN	



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<b>REV.</b>	<b>DATE</b>	<b>PÁGES CONCERNED</b>	<b>REASON</b>
0	August 03	All	1ª Edition
1	October 03	3	Cancellation of the validity of EUREPGAP Protocol
		4, 5, 6 and 9	Modifications on contract management. Changes on the validity of the certification period
		8	Mention to the non-conformities of the Quality Management System of the PMO.
		9 and 10	Modifications in the maintenance of the certification
		12	Modifications in the renewal of the certification
2	June 04	All	General changes in the procedure and adaptation to the latest version of the EUREPGAP standard (version 2.1 Jan 04)
3	August 05	3	Change of the name of Bureau Veritas Certification-Spain (Bureau Veritas Certification Servicios de Certificación S.A.U.)
		7, 8 and 9	Description of activities to perform when a local Bureau Veritas Certification office becomes a DBLO (Decentralized Bureau Veritas Certification local office)
		7 and 9	“EUREPGAP Quality Management System Checklist” supersedes the SF 18-BPA format
		9	Change of CSMS by ZIG
		18	Change of the version of the EUREPGAP Sub-Licence & Certification Agreement (Version 2.3)

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## 1. INTRODUCTION

**BUREAU VERITAS CERTIFICATION SERVICIOS DE CERTIFICACIÓN S.A.U.** (hereinafter referred to **BUREAU VERITAS CERTIFICATION-E**) belongs to the International Group **BUREAU VERITAS** by means of **BUREAU VERITAS CERTIFICATION (HOLDING), S.A.** Founded in 1828, **BUREAU VERITAS** is worldwide offering services in classification, inspection and control of ships, aircrafts, materials and equipments, vehicles and machinery, as well as every kind of structures and systems including civil engineering building up and works. **BUREAU VERITAS** takes part as well into product and quality management systems' certification.

**Bureau Veritas Certification-E** services offered to clients covers the audit and certification of Good Manufacturing Practices for fruit and vegetables in reference to the correspondent part from the standard issued by EUREPGAP (*EUREPGAP Fruit and Vegetables Version 2.1-Jan04*) or any national or international version recognised by EUREPGAP, hereinafter referred to "**THE STANDARD**". THE STANDARD consists of the following documents:

- a. EUREPGAP General Regulations
- b. EUREPGAP Control Points and Compliance Criteria
- c. EUREPGAP Checklist

Certification scope is fruit and vegetables production ruled by the last updating and modifications of the EUREPGAP standard.

This procedure describes how **Bureau Veritas Certification-E** performs the audit and certification services for clients located out of Spain, and follows the norm **EN-45011**. The way in which **Bureau Veritas Certification-E** offers audit and certification services to Spanish clients is described at the procedure PG 01-BPA.

## 2. RESPONSIBILITIES

### - REDACTION

AgriFood Product Manager.

### - VERIFICATION

Technical Manager.

### - APPROVAL

General Manager.

## 3. ACCREDITATION AND CERTIFICATION

The Accreditation is a means that allows the Client trust into a Certification Body, more effectively when endorsed by a National Authority.

Certification is a means that lets a Buyer trust in the Supplier, and will be more trustfull when the Certification Body is accredited by the competent National Authority.

Certificates of Approval, where the logo of the Accreditation National Authority appears, offer a documentary evidence.

All the companies of the Group Bureau Veritas Certification, and in particular Bureau Veritas Certification-E, act, whenever is possible, in agreement with the rules defined by Authorities by which have been accredited in different countries. Those rules refer to the estructure, responsibility, management, and technical competence of Certification Bodies.

Nowadays, the Norm of reference in Europe is the **EN-45011**. The companies of the Group Bureau Veritas

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Certification work within a Quality System designed to be in conformance with this Standard.

On this context, Bureau Veritas Certification offers an international service which is not based on extraofficial and/or not controlled acknowledgements or agreements.

Nevertheless, Bureau Veritas Certification-E, as well as the other companies of the Group, provides to the Clients with Certificates of Approval where the logo of the Accreditation National Authority appear, and clients are let to use this logo on the basis of respecting the established conditions.

Bureau Veritas Certification-E is accredited by ENAC (the Spanish NATIONAL ACCREDITATION BODY), for the Certification of the standard EUREPGAP *Fruit and Vegetables* in compliance with the norm EN 45011 for clients in Spain and worldwide.

#### 4. GENERAL INFORMATION

This procedure describes the process for the Certification against the standard EUREPGAP *Fruit and Vegetables* Version 2.1-Jan04 for an individual grower or a farmer group (hereinafter referred to PMO) abroad. It describes the actions to be implemented by Bureau Veritas Certification-E and the client abroad. To complete the Certification process the client that successfully completes the process, receives a **Certificate of Approval** for the Good Agricultural Practices in conformance with the standard EUREPGAP *Fruit and Vegetables*. In this certificate will appear the Bureau Veritas Certification logo, in addition to the ENAC and EUREPGAP logos. The certified clients are also allowed to use the EUREPGAP **Conformity Marks** as described in procedure PE 11-BPA.

In order to maintain Certification, the client must comply with the conditions established in this and other documents of Bureau Veritas Certification-E, and maintain the Good Agricultural Practices in satisfactory operative conditions.

Bureau Veritas Certification-E staff and subcontracted staff must act according to this procedure, for which Bureau Veritas Certification-E Top Manager is directly responsible.

This procedure is public and it is sent to the client with the EUREPGAP Quotation and Sub-Licence and Certification Agreement.

The updated fees for EUREPGAP certification are also public and available on request.

In order to perform audit and certification activities, Bureau Veritas Certification-E cooperates with Bureau Veritas Certification local offices that have signed an **Internal Service Agreement for EUREPGAP Certification (ISA-BPA)**. The rights and obligations of Bureau Veritas Certification-E and Bureau Veritas Certification local offices are defined on this cooperation context. In general, Bureau Veritas Certification local offices play an intermediate role among local clients and Bureau Veritas Certification-E for contract management and provide EUREPGAP auditors/inspectors that comply with Bureau Veritas Certification-E qualification criteria.

Participation of clients in this certification is voluntary and based on objective criteria.

#### 5. DEFINITIONS

- **Farm:** An agricultural production unit or group of agricultural production units, covered by the same operational procedures, farm management, and EUREPGAP decision making activities.
- **Site:** Separate unit of land within a farm, with an homogeneous and continuous perimeter, in which 1 or more crops are cultivated in 1 or more contiguous parcels within the perimeter. All the units of land within a farm summed up as a whole, form a farm.
- **Certifiable crops:** Any of the plants that produce a Produce included in the official EUREPGAP Product Crop List.
- **PMO:** Group of farmers applying for certification with an internal procedure and internal control of 100% of



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registered members to the EUREPGAP scope. It must have a legal structure, contracts with each grower, stating entry and exit requirements – stipulated sanctions and an agreement to comply with EUREPGAP for registered members. A list of all members of the PMO with registration status must be available. The PMO must have a management representative with ultimate responsibility.

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- **Head Office:** Central office in which general documents/records regarding EUREPGAP requirements management for the farm (option 1) or PMO (option 2) are.
- **Produce Handling Site:** Facilities in which low risk produce handling activities on-farm are performed: packing (including the carried out at point of harvest) and transport ex farm, but excluding harvesting and on-farm transport from point of harvest to first point of storage/packing. Also any storage, chemical treatments, trimming, washing, or any other handling where the product may have physical contact with other material and substances.
- **Product Custody declaration:** statement that covers each product registered, describing whether non-EUREPGAP-certified as well as EUREPGAP certified produce is being sourced for the Produce Handling operations (unless this operation is excluded from the certification).
- **Subcontractors:** those organisations/individuals contracted by the Farm/Farmer Group to carry out specific tasks that are covered in the EUREPGAP Control Points and Compliance Criteria.

## 6. RIGHTS AND OBLIGATIONS OF EUREPGAP APPLICANTS

### 6.1. FARMER OBLIGATIONS

- The Certificate owner is responsible for Compliance of the Certified Products to the EUREPGAP Protocol within the declared extent of the certificate scopes.
- Applicant Farmers or Farmer Group must register with Bureau Veritas Certification-E as the first step towards obtaining a EUREPGAP certificate. The registration process must be finished before the first Bureau Veritas Certification-E inspection/audit.
- A registered Farmer or Farmer Group that changes Certification Body (CB) must communicate the previous Registration Number(s) assigned to him by the CB he has left (and any previous CB he has registered with under EUREPGAP) to Bureau Veritas Certification-E.
- A Farmer or Farmer Group may not register the same Farm areas with more than one EUREPGAP Approved CB, or under more than one Option at a time.
- If a Farmer that has registered under Option 1 should enter into a Farmer Group that is registered under Option 2, then he must give up his Option 1 registration no, regardless of whether the Option 2 Certification Body he now registers with is the same or different from the Certification Body that he has been registered with under Option 1
- Registered Farmers are responsible for communicating data updates to Bureau Veritas Certification-E according to the internal procedures of Bureau Veritas Certification-E, such as farm or crop area changes and inclusion/de-listing of members within a Farmer Group (via updates of the application form; see procedure PE 01-BPA-Abroad).
- Farmers must commit themselves to following the requirements established in the General Regulations, including payment of the registration fee established by EUREPGAP, and declare this in a signed document held by Bureau Veritas Certification-E (the application form).
- Farmers take responsibility for any Subcontractors employed who must comply with the relevant EUREPGAP Control Points. (see Annex 4 of General Regulations).
- Farmers applying for EUREPGAP must include all the Farms and Produce Handling sites where the crop which they are seeking Certification for is grown or handled under their ownership,
- The EUREPGAP Farmer/Farmer Group must make a formal declaration to Bureau Veritas Certification-E during registration that states in (to) which country (ies) the EUREPGAP registered produce is intended to be traded. (This information is necessary for checking compliance with Control Point 8.7.2 in the CPCC Fruit and Vegetables.)
- If no produce handling (see point 3: definitions) is carried out, the applicant farmer must declare this formally to Bureau Veritas Certification-E (via the application form).

### 6.2. FARMER RIGHTS

- Bureau Veritas Certification-E and Applicant will agree on Service of Notice terms, which must include a commitment by Bureau Veritas Certification-E to confirm the receipt of formal application for Registration within 14 calendar days, and to confirm first Certification within 28 calendar days after the audit or after the closure of any outstanding non-compliance.



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- Any complaint or appeals against Bureau Veritas Certification-E will follow the Bureau Veritas Certification-E complaints and appeals procedure (see PG 04-CPA) available under request. In case Bureau Veritas Certification-E does not respond satisfactorily, the complaint can be addressed to the EUREPGAP Secretariat using the EUREPGAP complaints form and procedure, which will be made available to the plaintiff on request.
- A farmer may change the CB that he is registered and certified with, either voluntarily or if a situation arises where a CB that has previously been approved by EUREPGAP should become not approved (through sanctions enforcement, bankruptcy or other reasons).
- Confidentiality: EUREPGAP and EUREPGAP Approved CBs (like Bureau Veritas Certification-E) will treat any information relating to the Applicant Farmer or Farmer Group 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 Applicant except where stated otherwise in this General Regulations document.
- Any additional information about Bureau Veritas Certification-E auditors/inspectors staff is available to the client on request

### 7. RIGHTS AND OBLIGATIONS OF BUREAU VERITAS CERTIFICATION-E REGARDING TO EUREPGAP APPLICANTS

Bureau Veritas Certification-E rights are basically related with the client's obligations, and Bureau Veritas Certification-E obligations are basically related with the client's rights. Bureau Veritas Certification-E denotes commitment to comply with the Service of Notice terms, by which Bureau Veritas Certification-E will confirm the receipt of formal application for Registration within 14 calendar days, and will confirm first Certification within 28 calendar days after the audit or after the closure of any outstanding non-compliance. In general Bureau Veritas Certification-E denotes commitment to comply with General Regulations of EUREPGAP.

In addition to Bureau Veritas Certification-E obligations, it must be highlighted that any document, report and/or parts of them cannot be used by Bureau Veritas Certification-E deceitfully.

### 8. MODALITIES OF EVALUATION OF CONFORMITY BY BUREAU VERITAS CERTIFICATION-E

Theoretically, Bureau Veritas Certification-E can evaluate conformity of a client against the standard EUREPGAP *Fruit and Vegetables*, performing two types of activities:

- **Audit to the Quality Management System of the PMO**
- **Inspection of the productive processes/products**
- **Analysis of samples from production**
- **Analysis of samples from market**

Bureau Veritas Certification-E currently performs the two first ones in order to evaluate compliance of the Good Agricultural Practices of the client with the requirements of the standard EUREPGAP *Fruit and Vegetables*

- **Audit to the Quality Management System of the PMO:** Bureau Veritas Certification-E audits the Quality Management System (hereinafter referred to QMS) of the PMO. The summarized items that the QMS of the PMO must cover are:

1. Administration and structure: legality, structure, contractual documentation and farmer register.
2. Management and Organisation: structure, responsibilities and duties.
3. Competency and training of the staff
4. Quality Manual
5. Document control: QMS documents and QMS document control requirements
6. Records
7. Complaint Handling
8. Internal Audit/Inspection: Quality Systems Audit, farmers/farms inspection, internal inspector requirements, non-compliances and corrective action systems.



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9. Product traceability and segregation
10. Sanctions
11. Withdrawal of certified product
12. Use of EUREPGAP logo
13. Subcontractors

Those items are exhaustively defined at the PE 02-BPA “Procedure for the performance of evaluation of compliance with the standard EUREPGAP *Fruit and Vegetables*”, as well as the document “EUREPGAP Quality Management System Check-list”.

- **Inspection of the productive processes/products:** Bureau Veritas Certification-E will inspect the productive processes/products of the grower for option 1, and of the square root, at least, of the growers covered by a PMO/grower association (see procedure PE 02-BPA).

### 9. APPLICATION FOR CERTIFICATION

The management of contracts is performed by Bureau Veritas Certification-E with the intermediation of Bureau Veritas Certification local offices (see procedure PE 01-BPA-Abroad). However, the Bureau Veritas Certification local offices can be recognized as DBLO (Decentralized Bureau Veritas Certification local office) by Bureau Veritas Certification-E. The DBLOs are able to enter into contract directly with local clients under supervision of Bureau Veritas Certification-E (see procedure PE 01-BPA-Abroad). Once a Bureau Veritas Certification local office is recognized as DBLO by Bureau Veritas Certification-E, it is signed an appendix to the Internal Service Agreement: “DBLO Appendix – Internal Service Agreement for EUREPGAP certification” (DBLO-Appendix-ISA-BPA).

In order to assure a complete control of the EUREPGAP contract, an application form (SF 01-BPA-Abroad, Section 1) will be used to collect the following information from the applicant organisation:

- Company name/address and full contact details;
- A reference to the type of audit the application form is referring to;
- Previous registration number (in case of an applicant changes from a Certification Body to Bureau Veritas Certification-E)
- Company activities details;
- Type of organisation (Option 1 or Option 2);
- Applicable definitions;
- EUREPGAP scope, relating:
  - Farm’s head office address and full contact details (if different from company address);
  - Production site address and full contact details (if different from company address);
  - Declared crops (EUREPGAP AND NON EUREPGAP) and for both of them: number of cultivated hectares, harvesting period, trade/product marks, produce handling operations and countries where the product will be trade in.
  - Products acquired to other producers and commercialized by the company
  - Name of distributors of the products included in the application
  - Produce Handling Operations included or excluded from certification.
  - Produce handling sites’ names and addresses
- Destination (countries) of EUREPGAP certified produces and name of distributors (when apply);
- Company size: number of employee’s full time, number of employees’ part time, shift details;
- Details of other management systems (quality management system, environmental, occupational health and safety, social/ethical, other management system,...);
- Additional information regarding:
  - List of sub-contracted activities;
  - Activities and processes on site;
  - Processes;
  - Significant environmental impacts;
- Additional voluntary information regarding:
  - EAN Global location number (GLN);



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- Unique area ID. As defined by EUREPGAP (e.g. based on GPS);
- Government or other official farm registration date;
- Request for EUREPGAP preaudit by Bureau Veritas Certification-E;
- Additional information required by the client;
- Information regarding consultancy, training and/or preaudits activities supplied to the applicant in the two last years: including name of the supplier company and ending date of the service.
- Commitment of the company to comply with the EUREPGAP certification requirements, collaborating providing the information required for the evaluation of the products to be certified, and to comply with the EUREPGAP General Regulations (including the payment of the current registration fee as established by EUREPGAP)
- Agreement on disclosure of farmer/farmer group information to the public, to EUREPGAP members and to EUREPGAP exclusively (clause 10.8 of EUREPGAP General Regulations). Any objection on this will be communicated by the applicant to Bureau Veritas Certification-E separately.
- Information regarding additional sites (when more than 1 production site is included in the certification scope):
  - Summary: number of total hectares for certification EUREPGAP, number of total sites for certification EUREPGAP, number of total growers for certification EUREPGAP in option 2;
  - Sites for option 1 and farms for option 2: name and complete address, number of sites per farm for option 2: name and complete address, EUREPGAP products and hectares per each site from a grower in option 1 or belonging to a PMO.
- Target date for audit;
- Authorised signatory on behalf of the organisation (indicating position, signature and date of signature);
- Annex 1 (Informative): EUREPGAP Product Crop List.

This application form can be sent to the applicant organisations by the local Bureau Veritas Certification office personnel via e-mail or ordinary mail on request.

When applying for EUREPGAP certification, the client must take into account that “harvest” and “produce handling” must take place after EUREPGAP registration of the Farmer at FoodPlus database once signed quotation form has been received at Bureau Veritas Certification-E office. No records that relate to harvest that has taken place before registration with EUREPGAP are valid, even if they are less than 3 months old at the time of inspection.

In the case of non DBLOs, once the application has been reviewed, the Bureau Veritas Certification-E personnel in charge of making quotations will make a “draft quotation” for EUREPGAP certification using the Draft quotation form (SF 01-BPA-Abroad, Draft Section 2). This document is a draft that will be used afterwards by the local Bureau Veritas Certification office to construct the quotation for EUREPGAP certification that will be sent to the client (SF 01-BPA-Abroad, Section 2), once it has been checked that it’s on conditions for offering the certification service requested. In the case of DBLOs, once the application has been reviewed, the local personnel in charge of making quotations will make a “contract review form” for EUREPGAP certification using the format SF 01-BPA-DBLO, Contract Review. This document will be used afterwards by the DBLO to construct the quotation for EUREPGAP certification that will be sent to the client. Before sending to the client, the contract package (application, contract review form, quotation and sub-licence) must be sent to Bureau Veritas Certification-E for final approval. Once the approval obtained, the quotation can be sent to the client. This contract review form will be assigned the same code that was assigned for the corresponding application.

The quotation for EUREPGAP certification sets the details for EUREPGAP certification contract between the Bureau Veritas Certification local office and the applicant company. The contract has a validity of 3 years, although validity of certification is established to be for annual periods as maximum within the certification scope. The renewal for new annual periods during the validity of the contract (3 years) is obtained by passing annual EUREPGAP audits. Thus, during the contract period of 3 years it will be performed 3 announced annual EUREPGAP audits (initial audit, first surveillance annual visit and second annual surveillance visit).

In order to confirm the allocated mandays for each annual EUREPGAP audit, the company has to communicate the maintenance/modification of the certification scope by filling and signing a new application form that will be

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sent to Bureau Veritas Certification-E (directly or via the local Bureau Veritas Certification office) before the expiration of each annual certification period during the agreement period (3 years). The specific criteria for determining the appropriate number of mandays required for an EUREPGAP audit, are applicable for any announced annual EUREPGAP audit during the 3 years agreement period (initial audit, first annual audit or second annual audit). However, for the first and second annual audits, the chosen growers/sites to be sampled can be different from those chosen for the initial audit (that were those providing the most representative conditions). Taking in account such circumstance and on the basis of the maintenance of the certification scope (number of sites/growers, total extension, declared crops and produce handling facilities) during the 3 years agreement period, the first and second annual audits could probably require a minor number of mandays than required for the initial audit.

In the case of non DBLOs, simultaneously to the deliver of the Draft Quotation to the Bureau Veritas Certification local office, it is sent the document Sub-Licence & Certification Agreement and a copy of this procedure. These two last documents, together with the quotation, will be sent by the Bureau Veritas Certification local office to the local client. In the case of DBLOs, the quotation and the Sub-Licence & Certification Agreement are made by the Bureau Veritas Certification local office by itself. However, before being sent to the client (together with a copy of this procedure), it will be sent to Bureau Veritas Certification-E for getting approval. Once approved, these documents will be sent to the client.

After acceptance of certification conditions, the client (directly or via the Bureau Veritas Certification local office) will send back to Bureau Veritas Certification-E both fulfilled and signed Quotation and Sub-Licence & Certification Agreement, as well as signed Application if not sent initially.

This acceptance implies that the applicant must demonstrate that is the responsible to assure that the products comply with certification requirements.

Receipt at Bureau Veritas Certification-E of the accepted and signed application, quotation and the Sub-Licence & Certification Agreement by an authorised signatory constitutes an acceptance of the offer for certification.

As a result of the acceptance of the offer for certification, Bureau Veritas Certification-E will introduce data in ZIG program. At the same time time, the local Bureau Veritas Certification office will invoice to the company the first year EUREPGAP registration fees as described in the quotation (when this amount is reduced, this payment can be delayed to be invoiced later on together with the EUREPGAP audit fees) and Bureau Veritas Certification-E will update the company in the FoodPlus database, will communicate a definitive EUREPGAP Registration Number to the company and will pay to FoodPlus the farms registration fees (5 €/per declared farm in 2004).

#### 9.1. **KIND OF CLIENTS**

Depending on the kind of client (single grower or PMO) Bureau Veritas Certification-E will apply the following requirements:

##### 9.1.1.- *Option 1: Single grower*

###### A) Frequency of the control

- A minimum of 1 announced audit per year. It will be audited a representative sample of the sites included in the farm and all declared produce handling sites (see procedure PE 01-BPA-Abroad).

###### B) Frequency of internal inspections

- The farm must perform a minimum of one internal audit per year based on EUREPGAP checklist. The internal self inspection will be carried out under the responsibility of the Individual Farmer.
- The report of such audit must be on site at disposal of Bureau Veritas Certification-E for the review by the Bureau Veritas Certification EUREPGAP auditor/inspector during the inspection process.
- When not performed, it will lead to no certification.

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9.1.2.- *Option 2: "PMO": Produce Marketing Organisation*

A) Frequency of the control

- It will be annually audited the Quality Management System (QMS) and the square root of the number of associated growers: for each selected grower, it will be performed a visit to a representative sample of the sites (see procedure PE 01-BPA-Abroad) and to all produce handling sites declared.
- The quality management system audit will be performed according to the FoodPlus document "EUREPGAP Quality Management System Check-list", based on the annexes 2 and 3 of the General Regulations. The auditor must consider the QMS valid and working properly. In case non conformities raised, the auditor must request a extraordinary visit.
- The EUREPGAP certificate can't be awarded until the quality management system of the PMO is approved.

B) Internal inspection

B.1) Frequency of internal inspection

- Farmer Group internal inspection: a minimum of 1 internal inspection per annum of each registered farm and all declared produce handling sites within the Farmer Group must be carried out by qualified staff within the Farmer Group or subcontracted to an external verification body different from the verification body responsible for the external verification on which certification decisions are taken (qualification requirements for the internal farmer group inspector are defined at the appendix 3 of the General Regulations of EUREPGAP) This inspection must be based on the EUREPGAP checklist (requirements of the Farmer Group Quality Management Systems are defined at annex 2 of the General Regulations of EUREPGAP)
- Farmer internal self inspection: a completed internal self-inspection must be carried out at least once a year and will be carried out by each Registered member of the Farmer Group based on EUREPGAP checklist. The reports of such audits must be available on each registered Farm and declared produce handling sites for review by either the internal or the external inspector (Bureau Veritas Certification-E EUREPGAP auditor/inspector) during the inspection process.

B.2) Internal Management and Control System:

- A Quality System including a written control and procedures manual implementing EUREPGAP Fruit and Vegetables must be in place that guarantees all internal inspections are undertaken in an competent way, and that there is a traceability system which enables the EUREPGAP certified product to be segregated from non certified product, and enables it to be traced back to the farm or group of farms where it originated.
- Central Administration and Management: All registered members and farms/sites must be operating under the same management and control and sanctions system, which is centrally administered, audited and subject to central management review.
- Contract Duration: The Farmer Group must contract the Farmers it registers for EUREPGAP certification for the period of at least one whole year.
- Internal Audit procedures: All Farmer Group farms registered under EUREPGAP must have internal audit procedure(s) that establish an annual inspection of each registered farmer as a minimum.

9.2. **SUBCONTRACTORS**

- Subcontractors must be submitted to the same internal and external inspections that the Farmer/Farmer Group is, for those Control Points which apply to the tasks performed by them.
- The subcontractor should be made aware by the Farmer/Farmer Group of the need for Compliance with EUREPGAP Control Points and Compliance Criteria.
- The Farmer/Farmer Group is responsible for observance of the EUREPGAP Control Points applicable to the tasks performed by the Subcontractor.

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## 10. INITIAL AUDIT

The main objective of this Audit is verify the compliance of the good agricultural practices of the client with the standard. All the visits, (initial, surveillance and renewal) are performed in compliance with clause 10 of the norm EN-45011.

For such aim, the client must:

- Provide to the auditor all necessary information to determine if the good agricultural practices are documented in compliance with the standard.
- Authorise the access of auditors to the facilities, personnel and registers to verify that good agricultural practices are well implemented/maintained.
- Collaborate for the solution of non-conformities.
- At an adequate time, always before the Initial Audit, Bureau Veritas Certification-E will send to the client a copy of the Audit program and the supplementary requirements that are considered as necessary.

The Initial audit will be performed following the procedures of Bureau Veritas Certification-E and consists of:

- An Initial Meeting with the representative of the farm/PMO, to confirm the objective of the certification and to explain the mode of action.
- A visit to a sample of the sites included in the certification scope (taking in account the allocation criteria in the chapter 9 of this procedure, as well as in procedure PE 01-BPA-Abroad) and to all declared produce handling sites in option 1 and all declared produce handling sites belonging to the sample of grower audited in option 2 . The records and Quality Management System for option 2 needed for the management of the good agricultural practices compliant with the standard and, when necessary, with the applicable Regulations and Guides will be evaluated. During such visit the non conformities raised, documented in the form SF 02-BPA (Non Conformity Report), will be discussed.
- A closing meeting to prepare the comments and conclusions of the auditor team and present to the Management Director.

During the Closing meeting, the Auditor shall:

- Document and classify the non conformities raised and discuss the corrective actions (see chapter 11)
- Prepare an Audit Report (“**Bureau Veritas Certification Informe de Auditoría EUREPGAP/EUREPGAP Audit Report**”) giving a copy to the client, with the non-conformities reports (SF 02-BPA) and the rest of report elements (see procedure PE 02-BPA) and asking to the client for confirmation of the certification scope and understanding of the contents of the report.

## 11. CORRECTIVE ACTIONS FROM THE AUDIT

The original copies of the non conformity reports raised during the audit must be sent back to Bureau Veritas Certification-E before the auditor team leader recommends the certification.

There are 3 kinds of corrective actions:

- Corrective actions implemented before the conclusion of the audit. In such case, the Non Conformity Report will be fulfilled and signed before the Closing Meeting.
- Corrective actions consisting of minor changes such as introduction of changes in documents. In such case, the Non-Conformity can be solved without the necessity of an ulterior visit, when receiving the fulfilled SF 02-BPA with the corresponding documentary, photographic and video graphical proves of clearance of the non conformity.
- Corrective actions dealing to significative changes that must be checked in a “in situ” visit. In that case, an extraordinary visit will be programmed.



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In the case of major non conformities (against major musts) and non conformities of the PMO Quality Management System (just for option 2 companies), the corrective actions must be implemented within **12 weeks** after the closing meeting. If not, Bureau Veritas Certification-E won't recommend the certification of the audited company and will reserve the right to repeat the Initial Audit. In the case of minor non conformities (against minor musts), the correctives actions must be implemented within **4 weeks** after the closing meeting. If not, Bureau Veritas Certification-E won't recommend the certification of the audited company and will reserve the right to repeat the Initial Audit. Nevertheless, the audited company will be recommended by Bureau Veritas Certification-E for certification if compliant with the 95% of applicable minor musts (although corrective actions for the clearance of the 5% of minor musts are not implemented). It is not needed to implement corrective actions for obtaining the certification in the case of non compliance of recommendations. The cost of extraordinary visits will be charged to the client applying the MD rate plus expenses.

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## **12. CERTIFICATION GRANTING AND USE OF CERTIFICATE OF APPROVAL AND EUREPGAP CONFORMITY MARKS**

When initial audit performed and complete audit report is sent to Bureau Veritas Certification-E by the auditor/inspector, the file is revised initially by the AgriFood Technical Assistant and by the AgriFood Product Manager and secondly by the Quality Manager when needed. If the documentation complies with Bureau Veritas Certification-E requirements since a technical point of view, this file is promoted to the AgriFood Certification Committee which has the final and definitive decision on the granting of certification (see PG 13-CPA and IE 13-CPA). In some conditions, the decisions based on information obtained out of evaluation process are possible, as stated in the clause 12.1 of the norm EN-45011; the client must be informed of those decisions.

After approval of the file, Bureau Veritas Certification-E will issue a **Certificate of Approval** to the owner of the farm / PMO, detailing:

- Name and address of the certified company.
- EUREPGAP Registration Number.
- Current version of the standard.
- Product, hectares and product/trade marks.
- Name and location of production sites.
- Name and location of produce handling sites.
- Name, EUREPGAP Registration Number and location of growers for PMOs (as an appendix to the certificate).
- Declaration stating that “No *Produce Handling* certified for product(s):” [followed by the respective products].
- Dates of validity, expiration (1 year after the validity date) and issuance.
- Logos: EUREPGAP, ENAC and Bureau Veritas Certification.

In addition to this, the certified company is awarded with the use of the following **EUREPGAP Conformity Marks**:

- EUREPGAP® Trademark
- EUREPGAP Registration Number
- Logo “Certified EUREPGAP by Bureau Veritas Certification”

The conditions for use of Certificate of Approval and Conformity Marks are described on the EUREPGAP Sublicence and Certification Agreement and the procedure PE 11-BPA, sent with the certificate.

Bureau Veritas Certification-E has a list of EUREPGAP certified companies and their certification scopes (FS 128-BPA “Companies EUREPGAP certified by Bureau Veritas Certification-E”). This list is public. Additionally, Bureau Veritas Certification-E informs to FOOD PLUS about this list on a monthly basis.

## **13. EUREPGAP PREAUDITS**

The applicants for certification may request a EUREPGAP preaudit. The main objective of this audit is to provide a diagnosis of the preliminary compliance of the good agricultural practices of the client with the standard EUREPGAP. The extension of the preaudit is usually lower than the extension of a certification audit (it is audited the most representative site, the most representative produce handling site if applicable and the Quality Management System for PMOs).

The preaudit has to be performed by a qualified EUREPGAP auditor/inspector. The report is the same than that for EUREPGAP audits although Bureau Veritas Certification-E never performs follow-up for clearance of non conformities and never provides technical advice for such clearance. So, the auditor/inspector will transmit to the company the current report documents and in the case of the SF 02-BPAs won't take care of the corrective measures implemented by the company.

Any result obtained in a EUREPGAP preaudit will have influence for certification decision, that will be

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exclusively taken having in consideration the evidences and results obtained in the certification audit. The way by which Bureau Veritas Certification-E carries EUREPGAP preaudit does not represent any conflict of interests. On this context a same auditor may perform a diagnostic preaudit and a certification audit in a same company since technical advice for non conformities clearance or for general EUREPGAP implementation is never provided by the auditor.

#### 14. MAINTENANCE OF THE APPROVAL

The certificate of approval is valid for 1 year. The maintenance of the approval while the sublicense agreement with the client is in force (for 3 years) is on the basis of the continuous maintenance of compliance with **THE STANDARD**, what will let the certificate of approval to be renewed for annual periods. In order to control this continuity, Bureau Veritas Certification-E will perform during the validity period of the sublicense agreement (3 years) Annual Surveillance Audits. The criteria and methodology to follow for the performance of the annual surveillance visits are identical to those followed for the performance of the certification initial audit.

Bureau Veritas Certification-E, during the in force period of the sublicense agreement (3 years), will ask to the certified Supplier for an annual confirmation: two months before the expiration of the annual validity period of the certificate, Bureau Veritas Certification-E will ask the client to fulfill an application form, as for initial audit, to check the maintenance/modification of EUREPGAP scope (number, extension and location of sites, products grown, produce handling sites, etc.); depending on the modification, the emplacements to be inspected and the number of mandays for the annual surveillance visits can be modified. The data provided annually at the application form will let the correspondent updating of the quotation for the performance of the Annual Surveillance Visit, First or Second (depending on the moment; during a triennial sublicense agreement; 3 announced visits will be performed: Initial Audit, First Annual Surveillance Audit and Second Annual Surveillance Audit)

- In case the supplier doesn't fulfill the application form and/or doesn't sign the updating of the quotation form where the conditions for the performance of the correspondent Annual Surveillance are indicated, Bureau Veritas Certification-E will assume that the Supplier doesn't wish the maintenance of the certification. Bureau Veritas Certification-E will inform to the client in a written way the ending of the in force period of the certification (of 1 year after the granting of the previous certificate of approval) and the cancellation of the sublicense agreement.
- In case the supplier fulfill the application form and sign the updating of the quotation form where the conditions for the performance of the correspondent Annual Surveillance are indicated, Bureau Veritas Certification-E will perform the Annual Surveillance Visit. If the client passes the audit, a new certificate valid for one year will be issued.

Any modification on the certification status of certified clients is monthly communicated to FOOD PLUS.

Annual Surveillance Visits will consist on complete verification of EUREPGAP requirements, as for Initial Audit. However, an additional requirement is checked in these visits by comparison with initial audit: the correct use of Certificate of Approval and EUREPGAP Conformity Marks by certified companies. Any non compliance regarding this requirement will have to be resolved in 4 weeks in order to avoid suspension of certificate (see chapter 19 of this procedure).

During the in force period of the Sublicense Agreement with the client, and in order to calculate the growers to be audited at the Annual Surveillance visit for an option 2, in case the number of growers covered by the scope of certification is modified, the procedure to follow is:

- a) When the number of growers is increased, the number of growers selected to be inspected at the Annual surveillance visit, will be at least the square root of the farms included at the initial scope plus the square root of the new farms included at the scope.
- b) When the number of growers is decreased, the number of growers selected to be inspected at the Annual surveillance visit, will be at least the square root of the farms that are finally included at the scope (the ones included at the initial scope not considering those growers that have cancelled their contract with the PMO).



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#### 15. CHANGES IN THE CLIENT'S GOOD MANUFACTURING PRACTICES

Any change during the certification/contractual period with the client affecting to the certification of the standard EUREPGAP *Fruit and Vegetables*, will be communicated to Bureau Veritas Certification-E as soon as possible. There are two kinds of changes:

- Changes in the certification scope (products/varieties, farms/sites and produce handling sites): when the changes lead to a variation of the number of sites to audit and MD to allocate, Bureau Veritas Certification-E will communicate to the client the modification of the amount to charge, in the correspondent annual quotation. Depending on the moment of communication of changes in certification scope, Bureau Veritas Certification-E will proceed as indicated at chapter 16 of this procedure.
- Changes in the management of the Good Agricultural Practices: when the changes may affect to the compliance with the standard, Bureau Veritas Certification-E will audit them to check if fall into conflict with the standard in an extraordinary visit. From the notification to Bureau Veritas Certification-E until the performance of the extraordinary visit, the client won't commercialize the certified products affected by the changes as EUREPGAP certified products.

#### 16. EUREPGAP EXTENSION AUDITS

A certified client may require an **extension on the certification scope** (sites, products, growers, etc.). Any extension has to be verified by performing an audit, except in the case of extension of growers in an option 2 up to 10% of number of growers initially certified and the extended area is up to 10% of the area initially certified. In such case, Bureau Veritas Certification-E will request a communication from the responsible of the Farmer Group sending an application form with the updated data, as well as a copy of the internal audit reports performed by the Farmer Group to the new registered members (with that documentation for corrective actions if needed). Once checked that the application and data are correct, Bureau Veritas Certification-E will modify the Certificate of Approval.

For the rest of the cases, Bureau Veritas Certification-E will request an updated application form for such aim. The way to proceed will depend on the moment in which the request of extension was done:


- The extension is requested up to 2 months before expiration of actual EUREPGAP certificate: an application form covering only the extended scope of certification will be demanded by Bureau Veritas Certification-E to the certified client. A sample of the new sites and /or growers for option 1 and 2 respectively (see procedure PE 01-BPA-Abroad), will be audited. Regarding the produce handling sites, all the new ones will be audited in option 1 and all the new ones belonging to the new growers audited in option 2, as well as any produce handling site that not being added from previous scope is affected for the sites and/or growers extended. In case of option 2, 0.5 MDs will be also added for auditing the QMS of the PMO.
- The extension is requested later than 2 months before expiration of actual EUREPGAP certificate: a completely fulfilled application form will be demanded for this kind of audits, taking into account that the next corresponding surveillance visit will be planned in advance to the initial corresponding date (one year after the previous certification date) for performing the extension and corresponding surveillance visit in one single audit.

In any case, Bureau Veritas Certification-E will issue a new certificate after this extension audit for including the extended scope.

#### 17. MODIFICATION IN THE CERTIFICATION REQUIREMENTS

In addition to those changes due to modification of the certification scope or the management of the good agricultural practices by the company during the certification/contractual period (see chapter 15 of this procedure), modifications of the requirements of the EUREPGAP certification may occur.

These modifications are due, mainly, to modifications in the standard or, unfrequently, modifications in the documents of the Quality System of Bureau Veritas Certification-E affecting to EUREPGAP certification. In any

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case, Bureau Veritas Certification-E will communicate to certified clients the modifications by delivering the modified documents (normative or from the Quality System of Bureau Veritas Certification-E), as well as communications with additional explanations when required.

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Regarding to the adaptation of the certified company to the modifications of the certification requirements, Bureau Veritas Certification-E distinguishes between 2 kinds of modifications:

- Those not requiring a maximum adaptation period, when the modifications do not deal with changes in the good agricultural practices.
- Those requiring a maximum adaptation period, when the modifications deal with changes in the good agricultural practices, promoting additional activities for autocontrol that takes some time.

In the first case, Bureau Veritas Certification-E will communicate to the client the modifications in the certification requirements, as well as the economical modifications in the contract (when applicable). Bureau Veritas Certification-E will verify the adaptation of the certified company to the modifications during the programmed surveillance visits.

In the second case, the AgriFood Product Manager of Bureau Veritas Certification-E shall study the nature of the modifications and will establish a period for adaptation of the company (in the case of modification of the EUREPGAP *Fruit and Vegetables* standard, FOOD PLUS would probably predetermine a period for adaptation to new requirements). In any case, unless normative disposition applicable, the adaptation period will extend for a period allowing technical validity of surveillance activities. Ideally, the maximum period for adaptation will extend for no more than 3 months. Bureau Veritas Certification-E communicates to clients the modifications of the certification requirements, the maximum period for adaptation to the modified requirements, and the economical modifications of the contract. Bureau Veritas Certification-E will verify the adaptation of the certified company to the modifications during the surveillance visits when the planification of such visits is compatible with the adaptation period (delaying the performance until the adaptation period exceeded) or shall consider the performance of an Extraordinary Visit when the adaptation period exceeded.

In extraordinary situations, and due to extreme modification of the certification requirements, Bureau Veritas Certification-E shall require to the certified company for no commercialization of the certified product until an extraordinary visit is performed. In such case, Bureau Veritas Certification-E will communicate to clients the reasons for such decision.

In all the cases, Bureau Veritas Certification-E will attend the objections from the certified clients regarding the modifications of the certification requirements. The appeals will be attended as stated in procedure PG 04-CPA (available under request). In the case that modifications are due to changes in the EUREPGAP *Fruit and Vegetables* standard, Bureau Veritas Certification-E will communicate to FOOD PLUS any complaint from their clients.

#### **18. RENEWAL OF THE CERTIFICATION**

Two months before the expiration of the in force period of the contractual agreement with the client and of the annual certification obtained after the successfully passed Second Annual Surveillance Visit, Bureau Veritas Certification-E will communicate to the supplier the necessity to reinitiate the application for certification process (see chapter 9 of this procedure) for the renewal of the triannual contractual agreement.

- If the client does not fulfill the application form and/or does not sign the quotation and the Sublicence and Certification Agreement, Bureau Veritas Certification-E shall consider the client is not interested in the renewal of the triannual contractual agreement. Bureau Veritas Certification-E will proceed to communicate to the client the suspension of the agreement.
- If the client does fulfill the application form and does sign the quotation and the Sublicence and Certification Agreement, Bureau Veritas Certification-E will proceed with consequent action for Certification of the EUREPGAP standard. At the end of the certification period obtained after the Second Annual Surveillance Audit, Bureau Veritas Certification-E will perform an Audit for Renewal of Certification. If certification achieved, it will be maintained for an annual period, renewable for other 2 annual periods by passing two Annual Surveillance Audits.

As previously stated, any modification on the certification status of certified clients is monthly communicated to FOOD PLUS.

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## 19. WARNING, SUSPENSION OR CANCELLATION OF THE CERTIFICATION

Bureau Veritas Certification-E reserves the right to suspend or cancel the certificate of approval in any moment, during the certification period.

The sanctions applicable for EUREPGAP certification (warning, suspension or cancellation of certificates) will be imposed according to the procedure **PG 03-BPA** of Bureau Veritas Certification-E, available under request. In general, the sanctions in this certification are imposed when:

- The client does not implement the Corrective Actions in the stipulated period.
- The client keeps uncomplaint with the STANDARD.
- The Certificate or Conformity Marks are improperly used.
- The client does not comply with obligations from the contract.
- The clients force into risk the prestige of Bureau Veritas Certification.
- Uncompliance of any economical issues from the contract with Bureau Veritas Certification-E.
- The client does not implement such modifications announced by EUREPGAP and communicated by Bureau Veritas Certification-E.

Bureau Veritas Certification-E will promote as far as possible any corrective action from the owner of the client, but when during a reasonable period is not achieved, the sanctions will be imposed.

When considered as appropriate, Bureau Veritas Certification-E reserves the right to communicate by any broadcasting source (press, radio, etc.) the suspensions and, overall, cancellations of certifications of EUREPGAP certified companies.

When during the certification/contract period, the client decides not to maintain the Certification, or it is not able to maintain it, Bureau Veritas Certification-E will cancel the Certificate of Approval after the communication of the owner of the farm / PMO is received. Any suspension and cancellation will be immediately communicated to EUREPGAP as detailed in procedure PG 03-BPA.

During a period of temporal suspension the owner of the certificate shall not communicate its condition as certified company. Moreover, he/she will stop using the trademark from the notification date and, consequently, he/she shall not commercialize any product during the withdrawal period. The owner of the certificate shall implement any necessary corrective action on the affected product including product recall if necessary.

When Bureau Veritas Certification-E detects uncompliances leading to a RISK for the SECURITY of the FOOD, will communicate immediately to EUREPGAP, informing of the registration number, commercial mark and the affected products.

## 20. APPEALS AND COMPLAINTS

When the owner of the farm / PMO wants to appeal against the decisions of Bureau Veritas Certification-E relating to:

- Negative to accept an application from an owner
- Negative to proceed to certification.
- Suspensión, withdrawal or cancellation of the certificate of approval.
- Appeal from a third party against the decision concerning certificate awarding

must proceed as described in the procedure PG 04-CPA from Bureau Veritas Certification-E, that is supplied under request. Complaints are also managed as described in that procedure.

## 21. GENERAL CONDITIONS OF THE CERTIFICATION SERVICE OF BUREAU VERITAS CERTIFICATION-E

### ➤ ESSENTIAL CONDITION

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The company denotes commitment to comply with the General Regulations of EUREPGAP, including the payment of the current registration fee as established by EUREPGAP.

The company agrees to comply with certification requirements, and collaborate providing the information required for the evaluation of products to be certified.

➤ **CONFIDENTIALITY**

Except as required by the National Law, and the relevant Accreditation Authorities, Bureau Veritas Certification-E will treat as strictly confidential and will not disclose to any third party without prior written consent of the Company, any information which comes into the possession of its employees or agents during the audits and or the certification process of the Good Agricultural Practices complying with the EUREPGAP *Fruit and Vegetables* standard.

➤ **POSTPONEMENT OR CANCELLATION OF THE AUDIT**

If the client postpones or cancels a planned audit later than 8 weeks before the first of the agreed audit dates, Bureau Veritas Certification-E reserves the right to charge the registration fees to cover administrative costs and any work already performed.

➤ **INVOICES**

Payment becomes due within 30 days of the date of invoice. Thereafter, the outstanding amount will accrue interest at the rate of 2% per month or fraction of a month.

➤ **TERMINATION OF THE AGREEMENT**

Either party may terminate this Agreement. If the Agreement is terminated – regardless of the reason – the Certificate/Report issued and any artwork handed over shall be returned at the end of the period of notice. Hereafter the Company is no longer allowed to refer to the approval in its business documents. The Company will be deleted from Bureau Veritas Certification-E's list of references.

The Agreement can be terminated by either party at 2 months' notice. The Agreement can be terminated by either party with immediate effect in the event of serious breach of the Agreement, if one of the parties goes into liquidation or if a receiver or administrator takes over all or part of the obligations of one of the parties under this Agreement.

➤ **LIABILITY**

Except in the case of gross negligence on the part of Bureau Veritas Certification-E, Bureau Veritas Certification-E shall not be liable for any loss or damage caused by our staff during the provision of a service.

In the event of gross negligence, the extent of any loss, damage or other for which Bureau Veritas Certification-E shall be liable will be limited to an amount not exceeding the fee (if any) agreed by Bureau Veritas Certification-E and the Company for the particular service in respect of which the negligence arose.

➤ **FORCE MAJEURE**

Bureau Veritas Certification-E shall not be liable should it be prevented from fulfilling its obligations due to any matters beyond its control.

➤ **LAW**

This Agreement shall be governed by Spanish law. Any disputes arising between the parties which the parties cannot settle themselves shall be settled by arbitration or by a Spanish court.

22. **REGISTERS**

- Internal Services Agreements for EUREPGAP certification (and appendixes for DBLOs)
- Register of applications
- Register of draft quotations (or contract review forms in the case of DBLOs)
- Register of quotations
- Register of accepted quotations
- Register of signed Sub-Licence & Certification Agreement
- Audit Reports
- SF 02s
- List of certified companies (FS 128-BPA)



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- Register de Communications of Sanctions and related documentation
- Register of Appeals
- Minutes of the AgriFood Certification Committee
- Register of Minutes of the Appellation Committees
- Register of Complaints
- Non Conformity Reports (SF26)
- Register of Non Conformities

23. **REFERENCES**

Quality Manual : All chapters

Procedures : All procedures and instructions of Bureau Veritas Certification-E for EUREPGAP certification

Other documents : ISO 65 Guide  
: EUREPGAP General Regulations Fruit and Vegetables, Version 2.1, January 2004  
: EUREPGAP Sub-licence and Certification Agreement, Version 2.3.

24. **IDENTIFICATION AND MAINTENANCE**

This procedure belongs to the Bureau Veritas Certification-E procedures collection and it is identified with the no. **PG 01-BPA-Abroad**.

The Quality Manager maintains the original of this document.

25. **ANNEXES**

This procedure does not contain any annex.

