

## CHAPTER 9: ADDITIONAL REQUIREMENTS FOR THE RAINFORREST ALLIANCE CERTIFICATION PROGRAM

### 1. APPLICABILITY

This document is intended to clearly explain the inspection and certification process for the Rainforest Alliance Certification Program.

This document is in addition to Inspection Regulation chapter 1 which is applicable for all programs managed by CUP. Both documents are part of the Terms of Contract with CUP.

### 2. REFERENCE DOCUMENTS

The following documents are applicable to the RA certification program:

- 2020 Certification and Auditing Rules
- 2020 Sustainable Agriculture Standard: Farm Requirements
- 2020 Sustainable Agriculture Standard: Supply Chain Requirements
- Rainforest Alliance Labelling Policy
- Rainforest Alliance Glossary
- Transition Rules

The current versions of these documents can be found on the Rainforest Alliance website: [2020 Certification Program | Rainforest Alliance for Business \(rainforest-alliance.org\)](https://www.rainforest-alliance.org/certification-program)

### 3. DEFINITIONS RELATED TO THE STANDARD

<b>FARM</b>	All land and facilities used for agricultural production and processing activities under the geographical scope of the farm/group management. A farm may be composed of several neighboring or geographically separate farm units within one country if they are under a common management body. All farms and farm units falling within this geographical scope must comply with the Rainforest Alliance standard, even when a different crop from the certified one is cultivated (e.g. farm/farm unit with a plantation of rice belonging to a producer part of a certified group for coffee that falls within the same geographical scope). A farm may be composed of several neighboring or geographically separate units of land within one country if they are under a common management body.
<b>Small Farm</b>	Small farms primarily rely on family or household labor or workforce exchange with other members of the community. They might hire temporary workers for seasonal tasks or even hire (few) permanent workers. Small farmers are usually organized in a group to be certified and rely on the Group Management for record development and record keeping.
<b>Large farm</b>	Large farms do not primarily rely on family or household labor or workforce exchange with other members of the community, but mainly on hired permanent and/or temporary workers. Large farms generally run their own management system, or maybe part of a group for certification. Large farms do not fit under the definition of small farms.
<b>Group</b>	An association of organized producers that have a shared Internal Management System (IMS) and are certified together under the Rainforest Alliance standard Certification Protocol. The group of organized producers can be organized in an association or cooperative or managed by a supply chain actor (such as an exporter) or another entity.
<b>Certificate</b>	Document that proves compliance of an organization (certificate holder) with the requirements applicable to the certification scope of the organization.
<b>Certificate holder (CH)</b>	Any organization that is, was or wants to be certified in any Rainforest Alliance certification program (UTZ certification program, 2017 Rainforest Alliance Certification Program, Rainforest Alliance 2020 Certification Program). This is at the certification option level and includes all actors (for example sites, farmers, intermediaries etc.) falling under the certification scope of the CH.
<b>Credit</b>	Volume equivalent for certificate holders operating under the traceability level mass balance.
<b>License</b>	An agreement and permission granted by the Rainforest Alliance, to use the Rainforest Alliance seal and traceability platforms and claim products as certified, when a certificate holder has proven compliance with all applicable program and standard requirements and agrees to abide by our License Agreement General Terms & Conditions and other binding documents.
<b>Scope</b>	various types of scope exist in the certification program; see geographical scope, crop (s), crop(s), standard

	component (supply chain/farm) and certification scope applicable to the certificate holder.
<b>RACP</b>	Rainforest Alliance Certification Platform.
<b>Risk</b>	A risk is a threat that potentially negatively influences the compliance with the standard and reaching the sustainability outcomes. Risk mitigation measures are actions to be implemented to prevent or diminish the influence of these threats and/or deal with their effects.
<b>Risk assessment</b>	A systematic process to identify the issues that could prevent the producers from complying with the standard requirements and reaching the expected sustainability outcomes. The Rainforest Alliance has developed a tool to support this analysis (Annex 3 Farm Risk Assessment Tool). The tool consists of a basic farm risk assessment, to be conducted in the preparation phase, covering the main topics of the standard, and an in-depth risk assessment to be conducted in the first year of certification. The in-depth farm risk assessment is for the improvement requirements that refer to this assessment, such as gender equality and assess-and address. An in-depth climate change risk assessment can be carried out as a self-selected improvement. Both the basic and in-depth risk assessment are to be repeated at least once every three years. The risk assessment tool provides an overview of measures that can be taken to mitigate the risks.
<b>First buyer</b>	The initial supply chain actor legally owning the certified product after the farm certificate holder.
<b>Intermediary</b>	Any actor that trades (buys and sells) Rainforest alliance certified product before it reaches first buyer level. Intermediaries can also physically handle and based on their activities; intermediaries shall be compliant with the applicable requirements of the Farm Standard.
<b>Living income</b>	The net annual earnings required for a household to afford a decent standard of living for all members of that household. Elements of a decent standard of living include food, water, housing, education, healthcare, transportation, clothing, and other essential needs, including provisions for unexpected events. The living income recognizes that the income that a household earns can come from multiple sources. In the case of smallholder farmers for example, income can be earned through off farm business and remittances as well as from crop sales.
<b>Living wage</b>	The remuneration received for a standard workweek by a worker in a particular place sufficient to afford a decent standard of living for the worker and her or his family. Elements of a decent standard of living include food, water, housing, education, health care, transportation, clothing, and other essential needs, including provision for unexpected events. Living wage benchmark estimates are being developed in many countries based on a single definition and methodology.
<b>Mass balance</b>	Mass balance
<b>Minimum wage</b>	The minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by collective agreement or an individual contract.
<b>Rainforest Alliance claim</b>	The claims on product certified against the 2020 Agriculture Standard as well as any other claim made in scope of a Rainforest Alliance program.
<b>Types of audits</b>	<p>1.- Certification/ Recertification audit; All Certificate Holder in verification levels B to E, shall receive a certification audit in order to become part of the Rainforest Alliance certification program. They shall receive a recertification audit once every 3 years to remain part of the Rainforest Alliance certification program.</p> <p>2.- Surveillance audit; In order to maintain its Certificate, a Certificate Holder shall receive a yearly surveillance audit. Supply chain CHs may be exempted from receiving external surveillance audit or all surveillance audits based their risk level.</p> <p>3.- Follow up audit; Where NCs are identified during the (re)certification or surveillance audit, the CB shall perform a follow up audit to verify closure of the NCs. The CB shall decide if it is necessary to perform the follow up audit on-site or if a desk follow up audit suffices.</p> <p>4.- Investigation audit; An investigation audit is conducted in responds to a specific complaint, reported incident or substantial information regarding the conformity of the Certificate Holder and may be performed by the Rainforest Alliance or CUP.</p> <p>5.- Extension audit; In case of changes in the scope of a Certificate Holder that is already certified, an extension audit may be required depending on the scope of the extension (usually additions to the scope). Extension audits are performed by CUP.</p> <p>6.- Shadow audit; A shadow audit is an audit carried out by the Rainforest Alliance to evaluate and monitor the performance of CUP by evaluating the performance of an auditor/audit team as they are performing a CUP audit in the field.</p> <p>A shadow audit has no cost to the Certificate Holder.</p> <p>A shadow audit normally does not have any consequences for the Certificate Holder. However, the Rainforest Alliance reserves the right to suspend, cancel or not grant a license and require CUP to suspend, cancel or not grant certification in the following cases:</p> <p>a. the Certificate Holder fails to fulfil its obligations as described in the section on Obligations of the Certificate Holder during any audit;</p> <p>b. the Rainforest Alliance identifies any non-conformity with the Rainforest Alliance Standard and Assurance</p>

	<p>requirements for the Certificate Holder, that jeopardize the credibility of the Rainforest Alliance certification program. The Rainforest Alliance reserves the right to require CUP to follow up on non-conformities identified at the Certificate Holder.</p> <p>7.- Review audit; A review audit is an audit carried out by the Rainforest Alliance to evaluate and monitor the performance of CUP by performing an audit to a Certificate Holder after a CUP audit, and comparing audit findings of the CUP auditor/audit team and the Rainforest Alliance auditor.</p> <p>A review audit normally does not have any consequences for the Certificate Holder. However, the Rainforest Alliance reserves the right to suspend, cancel or not grant a license and require CUP to suspend, cancel or not grant certification in the following cases:</p> <p>c. the Certificate Holder fails to fulfil its obligations as described in the section on Obligations of the Certificate Holder during any audit;</p> <p>d. the Rainforest Alliance identifies any non-conformity with the Rainforest Alliance Standard and Assurance requirements for the Certificate Holder, that jeopardize the credibility of the Rainforest Alliance certification program.</p> <p>The Rainforest Alliance reserves the right to require the CUP to follow up on non-conformities identified at the Certificate Holder.</p>
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#### 4. SCOPE

- a) CHs that cover different entities in their certification scope shall take full responsibility for all those actors to comply with the standard and process requirements that apply to them.
- b) Byproducts of the certified crops are not supported in the Rainforest certification program and therefore shall not be commercialized or processed with a Rainforest Alliance claim.
- c) The scope of the applicable standard requirements from chapters 1, 4.5, 4.6, 5 and 6 of the 2020 Certification and Auditing Rules shall cover all operations and areas of all entities (farms, sites, subcontractors etc.) included in the certification scope of the CH.
- d) The scope of the applicable standard requirements from chapters 2, 3 and 4 (except 4.5, 4.6) of the 2020 Certification and Auditing Rules shall focus on the crop and activities related to the crop to be sold with a Rainforest Alliance certified claim.
- e) Based on the certification cycle of the CH, different levels of requirements (core or improvement levels) from the Sustainable Agriculture Standard apply. For more information refer to section overview of the improvement process in the Sustainable Agriculture Standard.
- f) Some requirements may be added to the scope of the CH voluntarily, those are called self-selected (smart meter) requirements. For more information refer to the Sustainable Agriculture Standard.
- g) For mandatory smart meter requirements or self-selected smart meter requirements targets shall be set by the CH. Establishment of the baseline shall be done from the moment the smart meter requirement (including self-selected smart meter requirements) becomes applicable according to the certification cycle of the CH.

#### 5. CERTIFICATION PROCESS

The following process is described in the 2020 Certification and Auditing Rules.

Refer to the following acronyms: CH (Certificate Holder); RA (Rainforest Alliance); CUP (Control Union Peru).

Step	Description	Who
1	<p><b>The CH creates a certification account in the Rainforest Alliance certification system</b></p> <p>All CHs that wish to join the Rainforest Alliance certification program shall create a certification account in the RACP.</p>	CH
2	<p><b>The CH defines/updates certification scope</b></p> <ul style="list-style-type: none"> <li>• After creating a certification account, the CHs shall fill in all information necessary to define its certification scope and verification level.</li> <li>• This information shall be revised and updated (where necessary) annually, at a minimum</li> <li>• The entire certification scope shall be covered by a certification account. However, the CH may choose to create separate certification accounts to cover the entire certification scope, in which case the CH will follow a separate certification process per certification account and scope.</li> </ul>	CH
3	<p><b>The Rainforest Alliance provides/updates list of applicable standards requirements and requirements to be self-selected</b></p> <ul style="list-style-type: none"> <li>• Once the CH has defined its certification scope in the RACP, the Rainforest Alliance shall provide the list of applicable requirements through the RACP, as well as the requirements that may be self-selected.</li> <li>• The Rainforest Alliance reserves the right to update the applicable requirements with a notification period</li> </ul>	RA

	defined on a case by case basis.	
4	<p><b>The CH selects/updates self-selected requirements and smart meters</b></p> <ul style="list-style-type: none"> <li>All CHs shall revise the list of applicable requirements provided by the RACP, add additional self-selected requirements (if desired) and smart meters.</li> <li>If the certification scope is correct, the CHs shall confirm it in the RACP. From this moment onwards, incoming transactions in the RA traceability platform will be allowed.</li> <li>If the scope is not correct, the CH shall correct this in the RACP before confirming. Applicability of standard requirements and verification level may change.</li> </ul>	CH
5	<p><b>The Rainforest Alliance provides/updates list of applicable requirements</b></p> <ul style="list-style-type: none"> <li>Once the CH has confirmed its certification scope, the Rainforest Alliance shall provide/update the list of applicable requirements and the verification levels.</li> </ul>	RA
6	<p><b>The CH completes/updates risk assessment process</b></p> <ul style="list-style-type: none"> <li>The CH shall use the applicable tools as mentioned in the standard, required to define the mitigation actions that shall be included in the management plan.</li> <li>All farm CHs shall provide geodata in the RACP based on which the RACP will provide geodata registration risk maps, and applicable mitigations actions (for more information on geodata, see Annex: guidance on Geolocation data requirements and geodata risk maps).</li> <li>For every risk identified the CH shall implement mitigation actions. Mitigation actions provided by any Rainforest Alliance tool are strongly recommended, but the CH may change them if other actions are considered more appropriate to address the risk.</li> </ul>	CH
7	<p><b>The CH chooses a Rainforest Alliance authorized CB</b></p> <ul style="list-style-type: none"> <li>All CHs that require a CB audit and are not yet certified, shall choose a Rainforest Alliance authorized CB for their scope.</li> <li>To request a quotation with a CB authorized for their scope, the CH shall share with the CB the Certification Application Form (CAF).</li> <li>CBs may offer quotations to the CH or the CH may request quotations from the CB based on the CAF information.</li> <li>The CH may choose the CB of its preference however, Rainforest Alliance reserves the right to assign the CB to the CH in case of risk identified by the Rainforest Alliance.</li> </ul>	CH
8	<p><b>The CB signs agreement with the CH and confirms the scope</b></p> <ul style="list-style-type: none"> <li>All CHs that require a CB certification audit, shall sign a certification agreement<sup>16</sup> with the selected CB and confirm the agreement through a handshake process<sup>17</sup> in the RACP. This will give the CB access to the full profile of the CH where progress can be monitored and the necessary information for the audit preparation shall be shared.</li> <li>CUP shall verify the information provided by the CH in the RACP and confirm to the best of its knowledge the scope and verification levels of the CH.</li> <li>If the scope or any verification level is incorrect, this shall be adjusted in the RACP by the CH. Changes in scope may result in changes to the applicability of standard requirements, verification levels and audit costs.</li> </ul>	CH + CUP
9	<p><b>The CH completes implementation of the applicable standard requirements</b></p> <ul style="list-style-type: none"> <li>All CHs shall implement all applicable requirements from the Rainforest Alliance Sustainable Agriculture Standard for the relevant year of certification that have not been fully implemented yet. This includes self-selected requirements and smart meters if applicable and the mitigation actions defined during the risk assessment process.</li> <li>In countries where there is an Associate Trainers Network (ATN), the CH may use one of the Associate Trainers approved by the Rainforest Alliance. The list of countries where there is an Associate Trainers Network, and the list of approved trainers per country can be found on the Rainforest Alliance Learning Network.</li> </ul>	CH
10	<p><b>The CH collects data and verifies its own conformity</b></p> <ul style="list-style-type: none"> <li>All CHs shall verify their own conformity and that of all entities falling under their responsibility (see certification options) with all applicable requirements and address any identified NCs. For more information on internal verification conformity, refer to the requirements on Self-Assessment and Internal Inspection in the Standard.</li> </ul>	CH
11	<p><b>CUP and CH agree on audit dates</b></p> <ul style="list-style-type: none"> <li>CUP will indicate the scheduled start date of the audit in the RACP 6 weeks<sup>18</sup> before the first day of the audit (certification, re-certification, surveillance). If the date changes, this shall be adjusted in the RACP, no longer</li> </ul>	CB

	<p>than 6 weeks before the first day of the new audit dates.</p> <ul style="list-style-type: none"> <li>In the event that the audit is planned to take place or takes place longer than 6 months after the confirmation of the scope of the CH, the CH shall update its scope and implement any new requirements that may be applicable based on the scope update before the audit.</li> </ul>	
12	<p><b>The CH updates/provides audit preparation or endorsement data</b></p> <ul style="list-style-type: none"> <li>All CHs shall complete or revise their audit preparation or endorsement data and provide the applicable documents/data from the list below: <ul style="list-style-type: none"> <li>a. certification scope information including details of sites, processing units, intermediaries, subcontractors and service providers (provided in the RACP)</li> <li>b. Capacity Assessment Tool</li> <li>c. CH Risk assessment</li> <li>d. management plan</li> <li>e. Self-assessment (provide in the RACP)</li> <li>f. Workers registry</li> <li>g. A layout of the facilities/infrastructures included in the certification scope</li> <li>h. mapped product flow</li> <li>i. group member registry (GMR) (provided in the RACP)</li> <li>j. geodata (combination of points and polygons as required in the standard) (provided in the RACP)</li> <li>k. salary matrix tool</li> <li>l. Indicator data (provided in the RACP)</li> </ul> </li> <li>The Rainforest Alliance reserves the right to require the CH to provide any of the documents in this list or any other documents related to compliance with a Standard or Assurance Requirement, to be uploaded in the RACP.</li> <li>This information shall be available to CUP in the RACP at least 4 weeks before the first day of the scheduled audit. If the information is not complete 4 weeks before the audit, the audit shall be postponed.</li> </ul>	CH
13	<p><b>The RACP provides audit preparation data to the CB</b></p> <ul style="list-style-type: none"> <li>For all CB audits, in addition to the information provided by the CH, the Rainforest Alliance shall provide the following, based on level of risk posed to conformity with the standard: <ul style="list-style-type: none"> <li>a. an audit checklist with the minimum requirements to verify</li> <li>b. <b>for all farm CHs:</b> geodata risk maps based on the geodata provided by the CH. For more information refer to the annex on geodata and risk maps in the RA Certification and auditing rules.</li> <li>c. <b>for all multi-sites:</b> a list of sites and/or processing units to be used to define the audit sample.</li> </ul> </li> </ul>	RA
14	<p><b>CUP plans and prepares audit (certification or surveillance)</b></p> <ul style="list-style-type: none"> <li>Before each certification or surveillance audit, CUP will plan and prepare the audit incorporating the information provided by the CH in the audit preparation data, and the risk assessment outcome provided by the Rainforest Alliance.</li> <li>CUP may change the risk assessment provided by the Rainforest Alliance and shall provide a justification for doing so.</li> </ul> <p>For more information on the rules that apply for the audit, refer to the section on external verification of conformity below.</p> <p>For more information on the process of the audit, refer to the RA Certification and Auditing Rules.</p>	CUP
15	<p><b>CUP conducts on site audit (certification, recertification or surveillance)</b></p> <ul style="list-style-type: none"> <li>If during the audit CUP finds that any information in the certification scope and SCRA of the CH is incorrect, this shall be adjusted by the CH and any additional requirements resulting from this adjustment shall be met before certification.</li> <li>The audit may be combined with audits for other certification schemes as long as the requirements are verified according to the Auditing Rules chapter in RA Certification and Auditing Rules.</li> <li>During the closing meeting of the audit, CUP shall provide the list of non-conformities identified by the audit team. This list may change after the quality review of CUP, in which case CUP shall notify the CH of any changes.</li> </ul>	CUP
16	<p><b>CUP provides a draft audit report in the RACP and performs quality review</b></p> <ul style="list-style-type: none"> <li>For all audits CUP shall provide a draft audit report including: <ul style="list-style-type: none"> <li>a. an updated audit plan including dates and audit team.</li> <li>b. a description of NCs, in the RACP, using the Rainforest Alliance checklist</li> <li>c. a description of the sample selected.</li> </ul> </li> </ul>	CUP

	<ul style="list-style-type: none"> <li>The draft audit report shall be provided no later than 3 weeks after the last day of the audit.</li> <li>After the draft audit report has been completed in the RACP the report shall be reviewed by CUP through its internal quality management system.</li> <li>If the quality review reveals any new NCs, CUP shall inform the CH and the CH shall close these before the certification decision is taken.</li> <li>The Rainforest Alliance reserves the right to require CUP to share the results of the CUP's internal quality review and require CUP to follow up on those results.</li> </ul>	
17	<p><b>CH resolves non-conformities</b></p> <ul style="list-style-type: none"> <li>All CHs that have received one or more NCs shall close at least all NCs with mandatory requirements following the process described under the section Non-conformities and possible consequences of the RA Certification and Auditing Rules.</li> <li>The timeline for closure of the NCs shall be defined by the CH and CUP considering the maximum of 10 weeks after the last day of the audit that is defined for the CH to provide evidence of closure to CUP.</li> </ul>	CH
18	<p><b>CUP will verify that non-conformities have been resolved</b></p> <p>CUP shall verify that all the evidence submitted by the CH is sufficient to close the NCs. CUP may conduct an on-site follow up audit if required.</p>	CUP
19	<p><b>CUP provides the final audit report and takes certification decision</b></p> <ul style="list-style-type: none"> <li>For all audits CUP will provide the final audit report in the RACP including             <ol style="list-style-type: none"> <li>any updated information based on the quality review</li> <li>a description of closure of NCs in the RACP, using the Rainforest Alliance checklist</li> <li>validation/non-validation of data provided by the CH</li> </ol> </li> </ul>	CUP
20	<p><b>CUP takes and submits certification decision in the RACP</b></p> <ul style="list-style-type: none"> <li>Once the quality review of CUP has approved the final audit report, CUP shall take a certification decision (certification, non-certification, de-certification).</li> <li>CUP shall take the certification decision within the following timelines:             <ol style="list-style-type: none"> <li>If any NCs were identified: within 12 weeks after the last day of the audit.</li> <li>If no NCs were identified: within 4 weeks after the last day of audit.</li> </ol>             For more information refer to the Rainforest Alliance Auditing Rules.           </li> <li>If the certification decision is positive, CUP shall submit the license request to the Rainforest Alliance through the RACP within 1 week after the certification decision has been taken.</li> <li>In this case CUP shall make the certificate in the RACP. The certificate shall be released for the CH to download it, once the license has been approved by the Rainforest Alliance.</li> <li>If the certification decision is not positive (suspension, cancellation or non-certification), CUP shall submit its decision through the RACP within 1 week after the certification decision has been taken.</li> </ul>	CUP
21	<p><b>The Rainforest Alliance performs data analysis</b></p> <p>The RA performs data analysis (manually and/or automatically). These analyses are part of the CH and CUPs monitoring activities performed by the RA and may result in additional assurance activities or CB sanctions. The RA will perform monitoring activities for all license request and provide an answer to CUP within 1 week after reception of the request.</p>	RA
22	<p><b>CUP provides/clarifies certification decision and data to the Rainforest Alliance</b></p> <p>If requested by the RA, CUP will clarify and/or provide additional information on the certification decision and data within 1 week after the request for additional information or clarification.</p>	CUP
23	<p><b>The CH receives license to use the Rainforest Alliance traceability platform and seal</b></p> <ul style="list-style-type: none"> <li>If the certification process and all information is deemed credible by the RA, a license to use the RA traceability platform will be issued by the RA.</li> <li>Until license is issued:             <ol style="list-style-type: none"> <li>The CH shall not sell or ship any product with a RA certification product claim;</li> <li>Any seal approval is not valid without a valid active license in the RACP;</li> <li>CUP will not release a Certificate to the CH.</li> </ol> </li> <li>The Rainforest Alliance reserves the right not to issue a license. In such case, a certification shall not be valid.</li> </ul>	RA
24	<p><b>Transaction Certificates</b></p> <p><i>Once the CH is certified and has a license in the RACP, he must register each transaction of certified product in the Rainforest Alliance's system to obtain a transaction certificate and be able to trade.</i></p>	CH

## 6. NON-CERTIFICATION OF CANCELLATION

- CUP or the Rainforest Alliance may decide to immediately cancel the current Certificate of the CH and/or decide not to certify the CH for any of the reasons set forth below or for similar reasons.
- In such a circumstance, CUP may request that the Rainforest Alliance prohibit certification for the CH for an indefinite period, based on the audit findings.

- c) The following is a non-exhaustive list of examples that lead to immediate non-certification or cancellation:
- Evidence of fraud, inaction or cover-up.
  - Bribery and/or intimidation of the auditor
  - Structural issues with irreversible non-compliant practices, examples:
  - Use of a product from the Rainforest Alliance list of banned pesticides, for the production of a harvest that is (to be) certified, that cannot be segregated anymore;
  - Loss of traceability of product that is (to be) certified;
  - Conversion of forests or other natural ecosystems to agricultural production or other land uses that occurred after January 1st, 2014; For large estates and/or individual certification; in the event that the conversion comprises more than 1% of the land of the farm or more than 10 hectares, the NC shall result in non-certification and/or cancellation. In the event that conversion takes place on a Protected Area, in a place and manner than violates the requirement in the standard or applicable law, this shall always result in non-certification and/or cancellation regardless of the size of the conversion.
  - For groups; in the event that any of the above mentioned irreversible non-compliant practices occurred on more than 5% and/or on at least 5 of the audited small farms this is considered to be a systemic issue not an isolated case and therefore shall result in noncertification and/or cancellation;
  - Systemic failure of the Internal Management System of the CH: this is where management of a CH is not capable of safeguarding conformity of its group members, or any other actors falling under the CHs responsibility, with the requirements of the Rainforest Alliance standard. A NC is regarded as a systemic failure in the event that they are not identified by the IMS of the CH and/or not addressed by the CH.
  - Severe human rights cases. The Severity Analysis (using the Rainforest Alliance Severity Tool) determines that the identified issue is severe
  - Violations of applicable national, regional, local or sectoral law or collective bargaining agreements.
  - Evidence of potential criminal activity. In the event that, during the course of any audit, the CB or the Rainforest Alliance discover evidence of potential criminal activity or any other information required to be disclosed to a judicial, governmental or regulatory body, the CB and the Rainforest Alliance reserve the right to disclose such information to the relevant body.
  - If the corrective actions have not been implemented satisfactorily within the timeframe described in the certification process above, the CB shall not grant the certification (i.e. a first Certificate or a new Certificate following expiry of the previous Certificate shall not be issued). Moreover, in the event the CH still has an active Certificate, the CB shall cancel the certification of the CH, following the conditions described below.
  - CUP may decide to cancel the certification of the CH by withdrawing their Certificate or issue a non-certification for the reasons stated above. Cancellation or non-certification cannot be lifted. In order to recertify, the CH shall receive a new certification audit.

## 7. SUSPENSION

- Throughout the validity period of the Certificate, CUP or the Rainforest Alliance may decide to suspend a CHs ' Certificate for a period of up to 3 months, if there are deviations from the Rainforest Alliance program that requires further investigation.
- For human rights issue included in the Assess-and-Address system (child labor, forced labor, discrimination, workplace violence and harassment), CUP shall suspend the Certificate if there is a potentially severe issue and more time is needed for Severity Analysis (using the Rainforest Alliance Severity Tool).
- While the CH's Certificate is suspended, the CH may not sell or ship its products with a Rainforest Alliance Certified claim.
- Once CUP has verified that the underlying reasons for the suspension have been satisfactorily addressed, CUP lifts the suspension of the Certificate, and on behalf of the Rainforest Alliance lifts the suspension in the RA traceability platform. If that upon verification by CUP the underlying reasons for the suspension have not been satisfactorily addressed, CUP shall immediately issue a cancellation following the conditions described above.
- If following a (re)certification audit, the CH fails to resolve the NCs within the stipulated time period, the CB shall take a non-certification decision, rather than issuing a suspension.

## 8. GRIEVANCE PROCEDURE

- Grievances are based on the services provided by CUP to the certificate holder.
- CUP has a grievance procedure according to ISO/IEC 17065. This procedure is available at CUP's websites and accessible to certificate holders and other stakeholders.
- CUP's website shall include easily recognizable direct access to a description of the grievance, as well as to any online or digital complaint or incident reporting process. The access can be to a general grievance management process if CUP offer certification services for more than one scheme. Easily recognizable must be a link that contains the word "complaint" in the languages used on the website and can be recognized by users as being associated with the complaint and incident management process.
- The procedure includes an email address, a local or national telephone number that can be attended by CUP personnel during working hours, and a postal address.
- For the RA program CUP can receive grievances in all the official languages of the countries in which it has active certificates; and CUP's reply may be bilingual English and local language.
- CUP ensures the confidentiality of the complainant, unless the complainant authorizes CUP or the Rainforest Alliance to share the information or the complainant publicly shares information.

- g) CUP will follow-up on specific grievances as requested by the Rainforest Alliance.
- h) Commercial or intellectual proprietary information about the audited operation shall not be divulged in any public documents about the complaint without the written consent of the certificate holder.
- i) CUP will within 10 calendar days to the persons submitting Rainforest Alliance grievances and inquiries to acknowledge their submissions, and to provide them with information about the next steps in the process and when they can expect an outcome. CUP will keep these persons informed of major findings and provide them with a summary of the outcome of the process when there is a final decision or result. If the submission did not include contact information for responding, then CUP should complete the process and record the information in the Rainforest Alliance Assurance Platform.
- j) CUP will have 30 calendar days to resolve a grievance (including making a certification decision in the case an investigation audit is conducted). If CUP needs additional time, CUP will inform timely to the Rainforest Alliance.
- k) CUP has a procedure for anonymous grievances, but CUP is under no obligation to investigate the complaint if there is not enough preliminary evidence or information. Grievances submitted on behalf of a group, such as a community or labor organization, shall have at least one viable contact person to manage communications and further inquiries.
- l) CUP will record the actions taken to investigate and resolve the grievance in a digital log.

## 9. APPEALS PROCEDURE

- a) Appeals are based only to any certification decision provided by CUP to the certificate holder.
- b) CUP has a procedure to receive, evaluate and make decisions on appeals. Please follow IR Chapter 1.
- c) The procedure is available on CUP website.
- d) CUP will record the appeal date and, eventually its results in RACP and update the status as an appeal process.

## 10. RAINFOREST ALLIANCE LABELING & TRADEMARKS POLICY

All requirements to use any Rainforest Alliance trademark are establish in The Rainforest Alliance Labeling & Trademarks Policy. The approval is the responsibility of The Rainforest Alliance.

<https://www.rainforest-alliance.org/business/resource-item/rainforest-alliance-2020-labeling-and-trademarks-policy/>

## 11. COMMUNICATIONS

Communications to clients about changes of standards, official standards, rules policies and other certification documents will be communicated to the CH by its CIS account within 2 business days from the date communicated by the RA.

If you have any questions regarding the RA program, please contact us at: [consultasRA@controlunion.com](mailto:consultasRA@controlunion.com); we will be glad to give you an answer.

## 12. TRANSITION RULES

Applicable to:

A. Transitioning certificate holders, including:

- Members of the current UTZ program (applicable to CUP)

B. Certification Bodies authorized for the current UTZ and Rainforest Alliance Certification Programs, and their personnel

C. The Rainforest Alliance

For more details please review:

<https://www.rainforest-alliance.org/business/wp-content/uploads/2020/06/Transition-Rules-V.1-ENG.pdf>

## 13. CHANGE CONTROL

Version and date	Description
Version 1.0; 27/11/2020	First version of the document.
Version 1.1; 19/01/2021	Section 5 (24)