



## Certification Rules

### FSSC 22000

**Company Information:** Food Safety Net Services Certification and Audit, LLC (FSNS C&A) is a legal entity located in San Antonio, Texas operating under a provisional license from Foundation FSSC 22000.

**Certification Procedures:** The audit will be carried out as outlined in the Food Safety System Certification (FSSC) 22000 Requirements for Certification. Only items included in the scope of certification will be evaluated during the certification audit. The scope is defined as outlined in the ISO 17021, section 9.2.1. The audit duration will be based on Annex B of ISO 22003.

**Scope of Certification:** Only those products and processes detailed in the scope of the audit will be covered by the certificate. The scope of the audit will be pre-determined and mutually agreed upon prior to the audit. Any processes or products that the customer does not wish to be included in the scope of certification must be declared prior to commencement of the audit. The scope is defined as outlined in the ISO 17021, section 9.2.1.

**Auditor Qualification:** The auditor assigned to conduct your audit is qualified as outlined in chapter 7.2 of ISO 17021 and Part 4: Annex V Auditor Competency document provided by FSSC. ... Auditor qualifications and impartiality is verified by the Certification Management prior to audit assignment. Note: you, the client, have the right to deny any auditor proposed by FSNS C&A.

**Conducting the Audit:** Per the Certification and Audit Terms and Conditions; the client agrees to provide the auditor with accurate and complete information. The client commits to assisting the auditor and to provide all necessary and appropriate information requested by the auditor that is within the scope of the certification audit. Where possible, the widest range of products shall be in production. The tour of the facility will be conducted in multiple parts so that each shift is observed during the audit.

For initial audits, the certification audit will consist of two parts: a desk audit and the facility. The Stage 1 audit is conducted to assess the preparedness of the client. This

audit is conducted on-site. Significant concerns regarding the site's implementation of the food safety management system may result in a delay of the Stage 2 audit. The Stage 2 audit focuses on the full implementation of the food safety management system and PRPs

**Corrective Actions:** Corrective actions for minor non-conformities must be submitted within 21 days from the last day of the audit. Corrective actions for major non-conformities must be provided within 10 days of the last day of the audit. Evidence of corrective actions shall be submitted to FSNS C&A for review. FSNS C&A commits to maintaining confidentiality during the review of corrective actions and all material provided by the client. If corrective actions are not implemented and made available to FSNS C&A within the required timeframe (21 calendar days) a re-audit may be required. Depending on the severity or amount of the non-conformities issued during the audit, FSNS C&A may require an on-site verification of the implementation of the corrective actions. The need for the on-site verification will be communicated to you either by the auditor or the certification body. In the event that a critical non-conformity is identified, certification will be suspended for a maximum of 6 months until corrective actions are received from the site.

**Inquiries/Appeals:** Per ISO 17021 requirements, the certification decisions may be appealed. Appeals must be communicated to the certification body within 7 days of the certification decision. Please note that appeals against the certification decision will not delay the suspension or withdrawal of certification. Inquires in reference to non-conformities issued may also be lodged. Inquiries must be filed with the FSNS C&A within 10 days of the audit. Complaints may be filed at any time. Inquiries, appeals and complaints may be communicated to FSNS C&A via phone or email. The FSNS C&A policy relating to appeals and complaints will be made available upon request.

**Granting Certification:** The final certification decision is based on information collected throughout the certification process including the application, scope proposal, on-site audit, corrective actions and technical review. The decision to grant certification is retained by



FSNS C&A management personnel and is not, under any circumstance, delegated to a third party. In the event that FSNS C&A finds the client to be in compliance with requirements defined in FSSC 22000 Part 3: Requirements for Certification, certification will be granted as defined in section 9.1.14 of ISO 17021. Additional information regarding the certification decision will be made available upon request.

**Surveillance Audits:** Surveillance audits are required to be performed a minimum of annually, however, FSNS C&A may increase the frequency of the surveillance activity to 6 months based on the performance of the facility. Surveillance audits are conducted as defined in sections 9.3 in ISO 17021 as well as in FSSC 22000 Part 4: Requirements for Certification bodies. Where appropriate, FSNS C&A may carry out further audits or question activities to validate continued certification at any time.

**Scope Extensions:** In the event that new products are introduced to your facility, not included in the scope of certification. The client may contact FSNS C&A and request an extension to the scope of certification. An extension to the scope of certification will require a surveillance audit to verify that the management system has been applied to the new product(s).

**Short-Notice Audits:** Short-notice, or non-routine, audits may be conducted at any time in response to a complaint received regarding the facility, significant regulatory activity that may call into question the client's food safety management system, in response to suspended certification or other instance which requires additional monitoring to maintain confidence in client's certified status. The need for a non-routine audit will be verbally communicated to the client prior to the commencement of the audit.

**Unannounced Audits:** Each site is required to receive a minimum of one unannounced surveillance audit during each three-year certification cycle, once certification has been obtained. Neither the initial certification audit nor the recertification audit, conducted once every three years, may be unannounced. The year during which the surveillance audit will be conducted will be determined by FSNS C&A and communicated to the site. Failure to participate in an unannounced audit may result in suspension or withdrawal of certification. The auditor is

expected to observe the production areas within one hour of arriving at the facility. Purposefully delaying the auditor or prohibiting the auditor from entering the facility may result in suspension or withdrawal of certification. Failure to participate in an unannounced audit will result in suspension or withdrawal of certification. The site can elect blackout dates during which the unannounced audit will not take place. The blackout dates must be based justified and approved by FSNS C&A.

**Communication:** Significant changes made to the facility or process must be communicated to FSNS C&A. The client must inform FSNS C&A, within three working days, of a product recall, regulatory activity requiring public notification, serious events that impact food safety and /or the integrity of the certification and the organization, legal proceedings, facility modification, natural disaster, change in ownership, organizational or management changes, changes in the scope of operations at the facility, significant changes which may affect the food safety management system, or extraordinary events to determine if a short-notice surveillance audit is required. Extraordinary events include, but are not limited to, war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

**Certificate Validity:** The certificate issued to the client is valid during the timeframe indicated on the certificate. It is the responsibility of the client to schedule re-certification audits in a timely manner to ensure no lapse in certification. Re-audits must be scheduled on or no greater than 30 days prior to three years after the initial audit date. Audits performed earlier than the 28 day timeframe will reset the anniversary date. Justification for audits performed outside the 28 day time frame must be provided.

Additionally, the facility must work with FSNS C&A to schedule an annual surveillance audit. The surveillance audit must be completed annually, no more than 30 days prior to the anniversary of the initial audit date. Failure to schedule a surveillance audit within the 1 year time frame could result in withdrawal of certification.



**Seasonal Products:** If the client wishes seasonal products to be included in the scope of the certification the client must inform FSNS C&A of seasonal products and the time of year they are in production. Certification audits for clients producing seasonal products must communicate with FSNS C&A to ensure surveillance and recertification audits are conducted within the specified timeframes.

**Certification Suspension or Withdraw:** It is the responsibility of the client to maintain compliance with the FSSC 22000 requirements. FSNS C&A reserves the right to suspend or withdraw certification. Suspension or withdrawal may be determined based on legal or regulatory actions taken against the client. It is the responsibility of the client to ensure that products and processes defined in the scope meet the FSSC 22000 requirements and that all food safety and quality programs are adequately maintained to ensure continued compliance. If it is discovered that these criteria are not being met by the client, certification may be withdrawn or suspended. Upon suspension or withdrawal of certification the client must immediately remove any reference made regarding certification. Failure to do so may result in legal action.

**Scope Reduction:** In the event that FSNS C&A determines, through objective evidence, that the client holds a certificate whose scope exceeds the capability of capacity of the client, FSNS C&A reserves the right to reduce the scope of certification. In this instance, the client agrees to inform clients of the scope reduction and cease making reference to processes removed from the scope as a result of the reduction.

**Publication:** Audit reports will remain the property of FSNS C&A and kept confidential. However, information provided to FSNS C&A during the certification process may be reviewed by the accreditation body employed by FSNS C&A, our internal certification committee who oversees the activities performed by FSNS C&A and Foundation FSSC. Additionally, your certification status will be made publically available on the FSSC website. Confidentiality agreements are maintained between FSNS C&A and the accreditation body and with the certification committee. A list of certification committee members is available upon request. Information provided to FSNS C&A will remain confidential and will not be shared with third parties other than those listed above without prior written consent.

**Conflict of Interest:** FSNS C&A maintains a Policy on Ethics in Business conduct and Undue Pressure. This policy is signed by certification body personnel. A copy of the policy will be provided upon request.

**Use of FSNS C&A and FSSC Logos:** The FSNS C&A logo may only be used with written approval from FSNS C&A. The FSSC Logo may only be used with written approval from Foundation FSSC. The logo may only be used for the purpose for which approval was granted and may only be used while certification is maintained by the facility. The duration of certification is clearly documented on the certificate provided at the time of certification. Logos or references made to certification may not be listed on product packaging. Note: References made to certification that are untrue or misleading may result in suspension or withdrawal of certification. References to certification in a manner which indicates products are certified, shall not be made. References to certification may only be made to products listed in within the scope of certification. References made to sites or processes excluded from the scope of certification will result in certificate withdrawal. Logos shall not be used on laboratory tests, calibration or inspection reports or certificates.

References regarding certification shall not be made in a manner that would bring the certification body and/or certification system into disrepute and lose public trust.

**Complaints:** Complaints received regarding certified product shall be documented with appropriate investigation and corrective action. This information shall be made available to FSNS C&A personnel when a reasonable request is made. A request will not be made without proper cause.

**Fees and Charges:** A Foundation FSSC fee of 150 EU will be applied for each FSSC audit. This is a fee collected by FSNS C&A and paid to FSSC. The conversion rate at the time of billing be used.