**CONFORMITY ASSESSMENT SCHEME**

**FOR CERTIFICATION OF**

**NON-GMO PRODUCTS AND PROCESSES**

**ISO/IEC 17067: 2013 (Type 7)**

**Modelled along scheme requirements of 17067**

**ISO/IEC 17065: 2012**

**EGS 1001: 2019**

**BCB002 – Feb 2019**

**EKO-GUARANTEE PRIVATE LIMITED**

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**1 SCOPE**

**1.1** This Certification Assessment Scheme (CAS) has been developed by Conformity Assessment Body (CAB), **EKO-Guarantee Private Limited**, for certification of Non-GMO Products and Processes. The scheme shall be read with the FSSAI Circular dated 21.08.2020 (1-1764/FSSAI/Imports/2018(Part-1))

**2 REFERENCE STANDARDS/DOCUMENTS**

a) ISO/IEC 17067: 2013

b) ISO/IEC 17065: 2012

c) ISO/IEC 17011: 2004

d) ISO/IEC Guide 28: 2004

e) NABCB BCB002 – Feb 2019

f) EGS 1001: 2019 - EKO-Guarantee Standard

g) NON-GMO Project standards( Bellingham, Washington) has been taken into consideration for guidance purpose for development of EKO-Guarantee Non-GMO Standards

(h) FSSAI Circular on Import of crops in India

**3 TERMS AND DEFINITIONS**

For the purposes of this scheme, the terms and definitions given in above standards/documents will apply.

**4 CERTIFICATION SCHEME**

**4.1 General Requirements**

**4.1.1** EKO Guarantee Private Limited is the owner of Certification Assessment Scheme ISO/IEC 17067: 2013 (Type 7) which defined as a combination of periodic assessment of Production and Process and sampling and periodic testing of products from point of production and market.

. EKO-Guarantee is an independent legal entity. It can be held legally responsible for all its certification activities.

EKO-Guarantee has been incorporated on 14 October 2019 under the Companies Act, 2013 (8 of 2013), and is limited by shares.

 CIN U93000DL2019PTC356144

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**4.1.2** EKO-Guarantee takes full responsibility for the objectives, the content and the integrity, validity and robustness of the scheme. During the development of the scheme, it has evaluated and managed the risks/ liabilities arising from implementation of the scheme and provided appropriate safeguards in such a way that the objectives of relevant Conformity Assessment are met. Based on evaluation, it has prescribed minimum requirements for the professional liability insurance limits for it, approved for operating the scheme.

**4.2** **Development of Conformity Assessment Scheme**

**4.2.1** An independent committee of experts has been constituted by EKO- GURANTEE for development of the scheme, EG.CAS-01, Issue 1 dated 01 August 2019.The committee shall also offer explanations for the application of scheme related documents wherever necessary. Rules for appointment and working of the committee are specified in EG.CASC-01, Issue 1 dated 01 August 2019 (Annexure I).

**4.2.2** To ensure that EKO-GUARANTEE understands the assumptions, influences and consequences involved in establishing, operating and maintaining a scheme on an ongoing basis, it shall identify additional stakeholders, if any such need is felt, in addition to Chairperson and members of CASC and seek their opinions, maintaining balance of interest in view.

**4.2.3** EKO-GUARANTEE has documented the content and description of scheme in detail to implement it in an unambiguous and consistent manner. EKO-GUARANTEE shall maintain the scheme and provide guidance when required. The scheme document shall be available to all stakeholders on request. It will also be available on EKO- GUARANTEE.

**4.3 Operation and Maintenance of scheme**

4.3.1 EKO-Guarantee shall ensure that the scheme is regularly reviewed, including confirmation that it is fulfilling its objectives, in accordance with a process that includes participation of the stakeholders.

**4.4 Review of Scheme Operation**

**4.4.1** EKO-Guarantee shall ensure that the scheme is regularly reviewed (once in three years), including confirmation that it is fulfilling its objectives. The review shall be done by the committee (EC) which has developed the scheme including the stakeholders. A meeting of the EC shall be held for the review. In addition to once in three years, the scheme shall also be review from time to time considering and taking into effect the changes in the global standards and the need of the industry.

**4.4.2** Scheme Review process

The Scheme Review shall include reviewing the operation of the scheme in order to confirm its 1 and to identify aspects requiring improvement, taking into account feedback from stakeholders, and shall also include provisions for ensuring that the scheme requirements are being applied in a consistent manner.

4.4.2.a Process

1. Agenda of the Meeting – An agenda of the meeting will be issued to all the stakeholders indicating the necessary amendments, improvements and updation required to be incorporated in the Certification Scheme
2. Invite for the Meeting – An invite will also be send to all the stakeholders along with the agenda, mentioning the date and time of the meeting.
3. Scheme Review Meeting – Depending upon the availability, the meeting will be held either through video conferencing or Physically
4. Inviting comments/Feedback – All the stakeholders will be providing the necessary comments to identify aspects requiring improvement.
5. Feedback Review – Taking into account the feedback of the stakeholders , inclusion of the necessary provisions will be made to the scheme.
6. Implementation – It shall be ensured that the changes made in the review meeting has been applied in a consistence matter through timely and effective implementation.

**4.5 Changes in specified requirements**

**4.5.1** EKO-Guarantee will monitor the development of the standards and other normative documents which define the

specified requirements used in the scheme. Where changes in these documents occur, it will make necessary changes in the scheme, and for managing the implementation of the changes (e.g. transition period) by it, clients and, where necessary, other stakeholders, it has established a procdure for Control of documents (EGP-8.3) and will be used to manage implementation of other changes to the rules, procedures and management of the scheme.

**5. CONFORMITY ASSESSMENT PROCESS REQUIREMENTS**

**5.1** EKO-Guarantee operates a Conformity Assessment Scheme (EG.CAS-01, Issue 1, 01 August 2019) covering certification of NON GMO Products in following categories:

a) All food products;

b) Livestock and feed;

c) Cosmetics;

d) Textiles;

FOR crops/grower groups, traders and processors.

(Note: EKO Guarantee NON-GM certification is a complete system certification which includes both process and end product for all mentioned categories

 : Refer to Diagram 1 for different stages of certification process along with records generated at each stage)

**5.1.1** The requirements against which the products of a client are evaluated (Category/Product wise) shall be those contained in EGS 1001: 2019 EKO-Guarantee Standard for Non-GMO Products and any other normative documents. This standard is made available by EKO-Guarantee upon request.(Refer to clause 2, that lists the globally available standards and other normative documents )

* 1. **Application**

**5.2.1** For application, EKO-Guarantee obtains all the necessary information to complete the certification process in accordance with the certification scheme.

**5.2.2** The following are examples of necessary information:

**a)** the product(s) to be certified;

**b)** the standards and/or other normative documents for which the client is seeking certification;

**c)** the general features of the client, including its name and the address(es) of its physical location(s), significant aspects of its process and operations (if required by the relevant certification scheme), and any relevant legal obligations;

**d)** general information concerning the client, relevant to the field of certification for which the application is made, such as the client's activities, its human and technical resources, including laboratories and/or inspection facilities, and its functions and relationship in a larger corporation, if any;

**e)** information concerning all outsourced processes used by the client that will affect conformity to requirements; if the client has identified a legal entity/entities for producing the certified product(s) that is different from the client, then the certification body can establish appropriate contractual controls over the legal entity/entities concerned, if necessary for effective surveillance; if such contractual controls are needed, they can be established prior to providing formal certification documentation;

**f)** all other information needed in accordance with the relevant certification requirements, such as information for initial evaluation and surveillance activities, e.g. the locations where the certified product(s) are produced and contact personnel at these locations.

**5.2.3 Application review**

EKO-Guarantee conducts a review of the information obtained to ensure that. Application Review will be done by the application reviewer and evaluate the conflict of interest with the client and competence availability of the required personnel for audit.

**a)** the information about the client and the product is sufficient for the conduct of the certification process;

**b)** any known difference in understanding between the certification body and the client is resolved, including agreement regarding standards or other normative documents;

**c)** the scope of certification sought is defined;

**d)** the means are available to perform all evaluation activities;

**e)** the certification body has the competence and capability to perform the certification activity.

**5.2.4** EKO-Guarantee identify the Client as a regular Operator, Regular Exporter , Merchant Exporter or Independent Trader

(\*Explanatory note: By regular Operator it is meant a client who is either a producer, processor or trader of the said product applied for certification. By regular exporter it is meant a client who is defined as a regular operator and also exporter of the said product. By Merchant Exporter it is meant an operator who does hold the custody of the product applied for certification, but he directly procures and sell the product. By Independent Trader it is mean an operator who is either repackaging, re labeling , re branding the product under certification. )

**5.2.5** In these cases, EKO-Guarantee shall ensure it has the competence and capability for all the certification activities it is required to undertake, and it shall maintain a record of the justification for the decision to undertake certification.

(\*explanatory Note: In case of Merchant Exporter with no warehouse the Inspection shall done of the purchase order generated , invoices and e-way bills, GST data, Transaction certificate issued by the original product, Actual gate passes. In case of Independent Trader quantity bought and quantity leaving the system shall be inspected and traced)

**5.2.6** EKO-Guarantee shall decline to undertake a specific certification if it lacks any competence or capability for the certification activities it is required to undertake.

**5.2.7** If EKO-guarantee relies on certifications it has already granted to the client, or has already granted to other clients, to omit any activities, then it shall reference the existing certification(s) in its records. If requested by the client, it shall provide justification for omission of activities.

* 1. **Evaluation**

**5.3.1** EKO-Guarantee prepares an Inspection Assignment (shall be followed as per the procedure for Inspection , Procedure EGP-7.4, Issue 1, 01.08.2019developed by Eko Guarantee Pvt. Ltd.) for inspection activities to allow for the necessary arrangements to be managed for each application.

*The* Inspection Assignment *is assigned to the auditor as per the competence identification, (however a separate inspection checklist has been developed for each category of certification).*



*In case of re-evaluation the same procedure shall be followed as developed in Procedure for inspection(Procedure EGP-7.4, Issue 1, 01.08.2019)*

*5.3.1. a All the evaluation/inspection activities including input and ingredients evaluation ( As specified in* EGS-1001: 2019 *EKO Guarantee NON-GMO Standard) shall be undertaken On Site and wherever testing is required offsite through an outsourced accredited laboratory as specified below in clause 5.3.1b.*

*5.3.1.b Eko Guarantee shall rely on sample testing of Inputs and ingredients ( As specified in* EGS-1001: 2019 *EKO Guarantee NON-GMO Standard ) as a validation tool for conforming compliance of Eko Guarantee NON-GMO Standard. Testing activities shall be outsourced to NABL Accredited Laboratory to ensure the compliance of Prohibited inputs and ingredients in the product required to be certified.*

*5.3.1.c Eko Guarantee shall obtain an affidavit in case wherever non testable high risk inputs and ingredients are identified ( refer Section 9 , clause 9.2 of* EGS-1001: 2019*EKO Guarantee Non-GMO Standard) from the client to ensure compliance to the Eko Guarantee NON-GMO Standards*

*5.3.1.d Sampling approach( Sampling Plan): Eko Guarantee shall follow the sampling plan as detailed in the clause. In case the client submits his own sampling plan, in such case eko guarantee shall approve / accept the same if the approach followed in similar of as used in organic product sampling.Samples shall be collected as per Odd and Even rule at the intersection of odd and even rows and mixed together for sampling and testing.*

*Sampling will be determined by the Certification officer at time of assigning the Inspection Assignment to the Inspecting officer on the basis of Established Risk and Perceived Risk. Established risk is the risk that the certification officer identifies or foresees after evaluation of the documents received before the onsite / offsite inspection. Perceived risk is identified by the inspecting officer at the time of the inspection which could not be established by evaluation of the documents by the certification officer ( Eg. Adjoining Non Gm crop) such risk is perceived at the point of inspection. In case of established risk the certification officer mentions the samples to be taken in the inspection assignment, but the inspector is free to take samples at the incidence of perceived risk*

*Sampling and testing is based on the risk envisaged, sampling and testing is required where incidence of GM is prevalent in that area. On submission of the application and documents, the Certification officer will determine which part of the Plant (Seed, flower, fruit) the sample is required to be taken by the Inspecting Officer as per the GRID system (Even Row, Odd Column). The Instruction for the Sample to be taken by the Inspecting officer shall be mentioned on the Inspection assignment generated by the Certification officer at the time of filed visit. The inspecting officer shall identify on site the plant grid for which the sample is required to be taken.*

*In case of Warehouse audit (usually in trading units) composite samples based on row and column shall be taken from all four dimensions. No sample is required if the risk not envisaged at all.*

*Decision for testing shall be taken by the certification officer after evaluation of the inspection reports and other certification documents.*

*Samples are collected in every case of certification, however whether the samples shall be tested shall be determined by the certification officer after evaluation of the Inspection report and documents generated post inspection. In case the perceived risk is less than the established risk , sample testing may not be required unless otherwise necessary.*

*Sampling in case of fraudulent affidavit submitted by the client: The inspecting officer shall verify all the affidavits submitted by the client for Non Gm declaration (eg. NON GM Seed, NO GM Crop stored ). If during verification a fraudulent affidavit is found, the inspecting officer shall take a composite sample of the product at each level of production , cultivation , processing and trading.*

*\*Attached Sampling Protocol* 

**5.3.2** EKO-Guarantee shall assign personnel to perform each evaluation task that it undertakes with its internal resources.

*Outsourced tasks are completed by personnel usually assigned by the organization to which the task is outsourced. Such personnel are not normally assigned by EKO-Guarantee.*

Inspection man day sampling methods for different size of the grower group shall be based on the square root of the total number of farmers in the ICS. Inspection Man day shall be estimated on the basis of the following:

* For farmers with land area below 4 hectares will be estimated as 8 to 10 farmers in one man day
* For farmers with land area above 4 Hectares will be estimated as .5 manday for each farmer.
* For Trading and Processing man day calculation will be done on the basis of total no. of products and amount of transactions(domestic/international) on case to case basis.
* The Actual man day may vary from the estimated manday calculated at the time of inspection assignment depending on the complexity involved on site and actual time required by the auditor.

Details as per following table given below: -

|  |  |
| --- | --- |
| **Number in the grower group (N)** | **Number of producers to be inspected** |
|   | **Initial audit** | **Reassessment** | **Surveillance visit** |
|   | Number to be inspected(n=— N) | % of total | Number to be inspected(n=0.8— N) | % of total | Number to be inspected(n=0.6— N) | % of total |
| < 25 | 5 | 20 | 4 | 16 | 3 | 12 |
| 26-50 | 5-7 | 19-14 | 4-6 | 15-12 | 3-4 | 12-8 |
| 51-100 | 7-10 | 14-10 | 11-8 | 22-8 | 4-6 | 8-6 |
| 101-250 | 10-16 | 10-6 | 8-13 | 8-5 | 6-10 | 6-4 |
| 251-500 | 16-22 | 6-4 | 13-18 | 5-4 | 10-13 | 4-3 |
| 501-750 | 22-27 | 4 | 18-22 | 4-3 | 13-16 | 3-2 |
| 751-1000 | 27-32 | 4-3 | 22-26 | 3 | 16-19 | 2 |
| 1001-1500 | 32-39 | 3 | 26-31 | 3-2 | 19-23 | 2 |
| 1501-2000 | 39-45 | 3-2 | 31-36 | 2 | 23-27 | 2-1 |
| 2001-2500 | 45-50 | 2 | 36-40 | 2 | 27-30 | 1 |
| >2500 | 50 | 2 | 40 | 2 | 30 |  |

**5.3.3** EKO-Guarantee ensures that all necessary information and/or documentation is made available for performing the evaluation tasks.

 *The evaluation tasks can include activities such as documentation review, sampling, testing, inspection and audit as developed in procedure for inspection*

**5.3.4** EKO-Guarantee carries out the evaluation activities that it undertakes with its internal resources and shall manage outsourced resources in accordance with the evaluation plan. The products shall be evaluated against the requirements covered by the scope of certification and other requirements specified in the certification scheme.

**5.3.5** EKO-Guarantee only rely on evaluation results related to certification completed prior to the application for certification, where it takes responsibility for the results and satisfies itself that the body that performed the evaluation fulfills the requirements contained in 6.2.2 and those specified by the certification scheme.

* + 1. EKO-Guarantee inform the client of all nonconformities.
		2. If one or more nonconformities have arisen, and if the client expresses interest in continuing the certification process, EKO-Guarantee shall provide information regarding the additional evaluation tasks needed to verify that nonconformities have been corrected.
		3. If the client agrees to completion of the additional evaluation tasks, the process specified in Procedure 7.4 shall be repeated to complete the additional evaluation tasks.
		4. The results of all evaluation activities shall be documented prior to review.

(\* Note 1: In case of evaluation of a Processing Unit the Inspecting officer must have access to the Process log sheet generated by the operator to evaluate the quantity entering the processing Unit and the final out put quantity processed

Note 2 : Remote assessment shall be opted during Covid except for processing units)

(\* Note 3 : **RISK ANALYSIS & CONTROL OF OPERATORS: Refer PROCEDURE –RISK IDENTIFICATION AND ANALYSIS EGP-4.2.3, Issue 4, 16.08.2021)**

**Annexure 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Operation** | **Analysis** | **Risk** | **Control measure** | **Record** |
| Purchase or supply of materials / incoming goods | Incoming raw materials are not fully NON-GM certified. | Use of uncertified materials in NON-GM products | Only purchase goods from suppliers with valid NON-GM certificates | Keep copies of all certificates on file and ensure they cover the goods being purchased and are current. |
| Ensure that all orders clearly state that the items required are identified as NON-GM | Keep copies of invoices ensuring Non GM description are clearly marked. |
| Raw materials could be contaminated with GM raw materials of similar nature received on the same pallet.  | Contamination of the NON-GM material | Mixed deliveries of goods must be securely closed and wrapped to prevent contamination. | Check and record the label states “NON-GM” and that the goods are securely packaged |
| Check that all accompanying delivery notes, invoices and documentation identify the goods as NON-GM.  | Keep records of these on file. |
| Storage | Cross contamination of stored NON-GM products with GM products  | This would affect the integrity of the material so it would not be able to be used as NON-GM. | Designated storage areas must have adequate identification and separation from GM goods.  | Clearly marked storage areas separated from GM areas. |
| Loss of identification.  | Products cannot be clearly identified as NON-GM at all points during the operation. | Where space is limited NON-GM goods must be stored above GM goods | Clearly marked, securely closed packaging. |
| Chemical contamination | Products becoming contaminated with either GM product or cleaning chemical from previous production runs. |  |  |
| Processing / packing | No demarcation, no proper cleaning or maintenance between GM and NON GM, GM residue during final product, | Products becoming contaminated with GM product | Plan processing, packing and labelling to ensure minimal risk of cross contamination from GM materials. | Packing and production records showing quantities produced. |
|  |  |  | Produce NON-GM goods before GM, have dedicated facilities for NON GM, or clean down thoroughly before commencing NON-GM production. | Cleaning, storage and staff records |
|  |  |  | Maintaining traceability at all stages including work in progress | Goods clearly labelled, usages recorded |
| Labelling | GM products are labelled as NON-GM | Despatching non conforming goods as NON-GM. | Products must be labelled with our code and appropriate wording. | Labels should be sent to OFF for approval prior to print |
| Dispatch/ Transportation | **Trucks carrying NON GM Products , earlier carrying GM Products ( Previous history of transportation )****Truck carrying GM and NON GM material together** | **NON-GM Products becoming contaminated with GM product** | **All transport vehicle should have a CIP process. Logistic carriers should declare previous products carried.** **Transport Vehicles ( LCL shipment ), undertaking of no GM products carried.**Identification of finished products in store must be adequate to distinguish them from GM goods. | Storage areas for NON-GM and products must be clearly labelled and records kept of quantities produced / despatched.Customer invoices and despatch paperwork must clearly show our code and state that the product is NON-GM. |
| Other hazards | No fogging, spraying or fumigation or unauthorised chemicals used. | Potential loss of status of NON-GM | Letter on file from current contractor stating awareness of site’s NON-GM status and compliance to OFF Standard. | Letter on file from current contractor stating awareness of site’s NON-GM status and compliance to OFF Standard. |
| Cleaning chemicals | Product contact surfaces contaminated with cleaning chemical that has not been correctly rinsed down. Also possible chemical contamination from non-secured chemicals. |  |  |
| Sub-contractors | Contractors might not know NON-GM provisions and therefore do something to invalidate product integrity. |  |  |
| Temporary staff | Might not know the difference between NON-GM and GM products and why they need to be separated. | Cleaning records | Cleaning records |
|  |  |  |  |

* 1. **Review**

**5.4.1** EKO-Guarantee assigns at least one person to review all information and results related to the evaluation. The review shall be carried out by person(s) who have not been involved in the evaluation process.

**5.4.2** Recommendations for a certification decision based on the review shall be documented, unless the review and the certification decision are completed concurrently by the same person.

* 1. **Certification decision**

**5.5.1** EKO-Guarantee shall be responsible for, and shall retain authority for, its decisions relating to certification.

**5.5.2** EKO-Guarantee assigns at least one person to make the certification decision based on all information related to the evaluation, its review, and any other relevant information. The certification decision shall be carried out by a person or group of persons (e.g. a committee) that has not been involved in the process for evaluation.

**5.5.3** The person(s) (excluding members of committees) assigned by EKO-Guarantee to make a certification decision shall be employed by, or shall be under contract with Eko Guarantee Pvt. Ltd only.

**5.5.4** There is no separate legal entity under Eko Guarantee Organisational control.

**5.5.5** The persons employed by, or under contract with EKO Guarantee, shall fulfill the requirements of ISO/IEC 17065: 2012

* + 1. EKO-Guarantee shall notify the client of a decision not to grant certification, and shall identify the reasons for the decision.

*NOTE If the client expresses interest in continuing the certification process,* EKO-Guarantee *can resume the process for evaluation.*

***5.5.7*** Major Non Conformity and Minor Non Conformity: Eligilibity of granting a Certificate shall be dependent on Major non conformity or Minor non conformity established during the inspection and document review. In case of major non conformity, re-inspection and evidence needs to be evaluated before the action taken against such non conformity is accepted by Eko guarantee. Refer to the document Sanction Catalogue Level Issue 1 for Major and Minor Non Conformities ( EGSCL, Issue 1)

* 1. **Certification documentation**

**5.6.1** EKO-Guarantee shall provide the client with formal certification documentation ( Scope Certificate / Transaction Certificate, Validity of the certificate shall be 11 months) that clearly conveys, or permits identification of the following:

a) the name and address of CAB - EKO-Guarantee;

b) the date certification is granted (the date shall not precede the date on which the certification decision was completed);

c) the name and address of the client:

d) the scope of certification (see Note below);

e) the term or expiry date of certification, if certification expires after an established period;

f) any other information required by the certification scheme.

*NOTE Where the standard(s) or other normative document(s) to which conformity is being certified include reference to other standards or normative documents, these do not need to be included in the formal certification documentation.*

**5.6.2** The formal certification documentation shall include the signature or other defined authorization of the person(s) of the certification body assigned such responsibility.

*NOTE The name and title of an individual whose agreement to be responsible for certification documentation is on record at the certification body is an example of a “defined authorization” other than a signature.*

**5.6.3** Formal certification documentation shall only be issued after, or concurrent with, the following:

**a)** the decision to grant or extend the scope of certification has been made;

**b)** certification requirements have been fulfilled;

**c)** the certification agreement has been completed/signed.

5.6.4 The client shall be issued either Scope Certificate or Transaction Certificate or Both.

(\*Explanatory Note: Scope certificate shall be issued by Eko Guarantee Private Limited as per the prescribed format As per Format A1.

A transaction certificate is issued to certify that the products sold (can be to another operator in the country or export) in each consignment are certified NON GM products. The Transaction Certificates shall be issued for all the export consignments. Transaction Certificates are issued in the prescribed format (Format A2) after the certified operator has provided all the required documents. Eko Guarantee Private Limited shall take reasonable measures to verify that the information provided is correct and all the documents have been submitted in original before issuance of the Transaction Certificate. Wherever applicable, the original Transaction certificate(s) of purchased product that has been sourced and certified by another accredited Certification Body shall be verified before issuance of the Transaction Certificate. Copies of transaction certificates and supporting documents issued to operators shall be stored in a manner that enables easy retrieval of information on each operator )



* 1. **Directory of certified products**

The certification body shall maintain information on certified products which contains at least the following:

a) identification of the product;

b) the standard(s) and other normative document(s) to which conformity has been certified;

c) identification of the client.

The parts of this information that need to be published or made available upon request in a directory (through publications, electronic media or other means) are stipulated by the relevant scheme(s). As a minimum, EKO-Guarantee shall provide information, upon request, about the validity of a given certification.

*NOTE Where the certification body provides the information to a scheme, the scheme directory wouldi satisfy this requirement.*

* 1. **Annual Surveillance , Specil Audit, Market Suveillance**

Surveillance is not required by the certification scheme.The Certification is valid for 11 months. In the consecutive year the whole process of certification shall be applicable again if the applicant seeks to extend further.

**5.8.1 Special Audit / Extraordinary Audit**

In case Eko guarantee has obtained knowledge of any suspicious activity after the certification or in case where the inspection activity is carried out at the time of the year when risky operations are not taking place and the risk involved is high, Eko guarantee shall conduct special / extraordinary audit.

(Explanatory Note: By risky operations it is meant , change over operations from a GM to NON GM, Re- packaging long side GM product not present at the time of inspection, presence of other possible GM product operations in the system.

**5.8.2 Market Surveillance**

Eko Guarantee after issuing the Certificate shall pick up self certified product sample from the market for testing. (Benchmark of .01% of the total products certified ). Where during such market surveillance any non compliance is identified the certificate shall be suspended with immediate effect, until otherwise proved.

* 1. **Changes affecting certification**

**5.9.1** When the certification scheme introduces new or revised requirements that affect the client, EKO-Guarantee shall ensure these changes are communicated to all clients. It shall verify the implementation of the changes by its clients and shall take actions required by the scheme. *Contractual arrangements with clients shall be necessary to ensure implementation of these requirements*.

**5.9.2** EKO-Guarantee shall consider other changes affecting certification, including changes initiated by the client, and shall decide upon the appropriate action.

*NOTE Changes affecting certification can include new information related to the fulfillment of certification requirements obtained by EKO-Guarantee after certification has been established.*

**5.9.3** The actions to implement changes affecting certification shall include, if required, the following:

1. Evaluation ( as per the evaluation plan described in the scheme);
2. Review;
3. Decision;
4. Issuance of revised formal certification documentation to extend or reduce the scope of certification;
5. Issuance of certification documentation of revised special visit activities (if special visit is required).

These actions shall be completed in accordance with applicable parts of the above shall include the rationale for excluding any of the above activities (e.g. when a certification requirement that is not a product requirement changes, and no evaluation, review or decision activities are necessary).

* 1. **Termination, reduction, suspension or withdrawal of certification**

**5.10.1** When a nonconformity with certification requirements is substantiated, either as a result of surveillance or otherwise, EKO-Guarantee shall consider and decide upon the appropriate action.

Appropriate action can include the following:

a) continuation of certification under conditions specified by EKO-Guarantee (e.g. increased surveillance);

b) reduction in the scope of certification to remove nonconforming product variants;

c) suspension of the certification pending remedial action by the client;

d) withdrawal of the certification.

e)Traceability : In case of a consumer complaint as a result of market surveillance or direct complaint , the entire batch of the product needs to be traced (via time based FIFO method Product code or date code) from the point of original producer, processer or trader in the supply chain

(*Non Conforming Product: If at the time of Inspection a Non conforming product is found , the mark of certification shall be withdrawn from immediate effect and the product shall be sold as conventional, and product recall procedure shall be administered by the client immediately.)*

**5.10.2** When the appropriate action includes evaluation, review or a certification decision, the applicable requirements shall be fulfilled.

**5.10.3** If certification is terminated (by request of the client), suspended or withdrawn, EKO-Guarantee shall take actions specified by the certification scheme and shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified. If a scope of certification is reduced, EKO-Guarantee shall take actions specified by the certification scheme and shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.

**5.10.4** If certification is suspended, EKO-Guarantee shall assign one or more persons to formulate and communicate the following to the client:

1. actions needed to end suspension and restore certification for the product(s) in accordance with the certification scheme;
2. any other actions required by the certification scheme.

These persons shall be competent in their knowledge and understanding of all aspects of the handling of suspended certifications.

**5.10.5** Any evaluations, reviews or decisions needed to resolve the suspension, or that are required by the certification scheme, shall be completed in accordance with the applicable parts of EKO Guarantee Certification Scheme( Clause 5.2, 5.3, 5.4, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9) .

* + 1. If certification is reinstated after suspension, EKO-Guarantee shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure all appropriate indications exist that the product continues to be certified. If a decision to reduce the scope of certification is made as a condition of reinstatement, EKO-Guarantee shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.
		2. Natural Calamity : In cases of natural calamity, where the client is unable to re apply after the lapse of 11 months of the validity of the certificate, after due consideration an extension of 3 months shall be granted during which the license of the certificate shall not be revoked. After the extension period of 3 months the client will apply for the process of certification again.
	1. **LOGO MARK Policy** : Refer to document No. EGLP-4.1.3, Issue 2, 23.05.2021, Eko Guarantee Policy on use of License, Certificates and marks of conformity



* 1. **Records**

**5.12.1** EKO-Guarantee shall retain records to demonstrate that all certification process requirements, those in ISO/IEC 17065 and those of the certification scheme have been effectively fulfilled.

**5.12.2** EKO-Guarantee shall keep records confidential. Records shall be transported, transmitted and transferred in a way that ensures confidentiality is maintained.

**5.12.3** The records shall be retained at least for the current and the previous cycle, where the certification scheme involves complete re-evaluation of the product.

* 1. **Complaints and appeals**

**5.12.1** EKO-Guarantee has established two documented procedures to receive, evaluate and make decisions on complaints and appeals (EGP-8.9A and EGP-8.9B) to record and track complaints and appeals, as well as actions undertaken to resolve them.

