# RAINFOREST ALLIANCE 2020 CERTIFICATION PROGRAM

### 2020 CERTIFICATION AND AUDITING RULES

Version: 1.3

SA-R-GA-1-V1.3

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Document Name	<del>)</del> :	Document Code:	Version:	Language:
Rainforest Alliance Certification and Auditing Rules		SA-R-GA-1	V1.3	EN
Date of first publication:	Date of revision:	Valid From:	Expires by:	
June 30 <sup>th</sup> , 2020	April 25 <sup>th</sup> , 2023	July 1 <sup>st</sup> , 2023	Until furthe	er notice
Developed by:		Approved by:		
Rainforest Alliance Standards and Ass	'	Director of Standards and Assurance		

#### Linked to:

SA-S-SD-1-V1.3 Rainforest Alliance 2020 Sustainable Agriculture Standard, Farm Requirements

SA-R-GA-2-V1.2 Rules for Certification Bodies

#### Replaces:

SA-R-GA-1-V1.2 Certification and Auditing Rules

#### Applicable to:

The Rainforest Alliance, Certificate Holders and Authorized CBs

#### Country/Region:

Αll

Crop:	Type of Certification:	
All crops in the scope of the Rainforest Alliance certification system; please see Certification Rules.	All	

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#### **About Rainforest Alliance**

The Rainforest Alliance is creating a more sustainable world by using social and market forces to protect nature and improve the lives of farmers and forest communities.

#### **Translation Disclaimer**

For any question related to the precise meaning of the information contained in the translation, please refer to the official English version for clarification. Any discrepancies or differences in meaning due to translation are not binding and have no effect for auditing or certification purposes.

#### More information

For more information about the Rainforest Alliance, visit <a href="www.rainforest-alliance.org">www.rainforest-alliance.org</a> or contact <a href="mailto:info@ra.org">info@ra.org</a>



#### **KEY CHANGES IN VERSION 1.3**

Overview of key adaptations in this document: SA-R-GA-1-V1.3 Certification and Auditing Rules V 1.3 to be published in March 2023, compared to the previous version: SA-R-GA-1-V 1.2 Certification and Auditing Rules V 1.2 published February 4<sup>th</sup>, 2022.

Section	Topic	Change					
	CHAPTER 1. CERTIFICATION RULES AND ITS ANNEXES						
1.1.5e	Certification scope activities list	Removed re-bagging as an activity as it is not available in RACP and falls under the scope of "packing" activities.					
1.1.19f	Verification of the certification scope	Added footnote to align with V1.3 of the Sustainable Agriculture Standard definition of farm scope. A farm CH may choose to leave geographically separate units out of the certification scope in certain circumstances.					
1.2	Certification options for group of farms	Moved footnote to main text to add clarity on outgrowers.					
1.2.20	Subcontractor activities	Amended example list of subcontractor activities, replacing "re-bagging" with "packing" to align with RACP.					
1.3	Verification of conformity introduction	Amended introduction to reference "levels of conformity" instead of "verification levels" to reduce confusion with verification levels for Supply Chain CHs.					
1.3	Table CR5	Amended certification year numbering to align with the Standard.					
1.3.7	Table CR6	New row and threshold added for processed fruits and juice.					
1.4	Certification process	Removed text explaining Table CR7 and added clarifying text to the table itself.					
1.4	Table CR7	Removed footnote regarding requesting verification level in RACP.					
1.4.14	Table CR7	Corrected reference to Rules for Certification Bodies in footnote.					
1.4.22	Table CR7	Updated guidance reference.					
1.4.25	Table CR7	Updated annex reference due to consolidation of annexes.					
1.5.1	Types of audits	Amended wording to clarify that verification levels are only applicable to Supply Chain CHs.					



1.5.2	Types of audits	Replaced "risk level" for Supply Chain CHs with "verification level" to align wording across document.
1.5.23	Harvest period	Removed Côte d'Ivoire from the list of countries with defined audit periods as this timeline is dictated by the Cocoa Policy.
1.5.8	Types of audits	Corrected reference to Rules for Certification Bodies.
1.5.11-13	Types of audits	Corrected reference to Rules for Certification Bodies.
1.5.24	Crops with continuous harvest	Removed oil palm from list of certified crops.
1.5.24	Start date of certificate	Certificate start date shall be the day after the expiry of the previous certificate.
1.5.32	Start date of certificate	Certificate start date shall be the day after the expiry of the previous certificate.
1.5.53	Surprise audit notice	Syntax correction regarding notice time.
1.5.56	Investigation audit notice	Syntax correction regarding notice time.
1.5.66	Extension audit	Added that this clause about verification levels only applies to supply chain CHs.
1.6.3	Reasons for extensions	Added new crop as a reason for an extension request.
1.6.6	Extensions for supply chain actors	Amended supply chain extensions to align with current process being used by supply chain team.
1.6.8	Extensions: traceability level	Amended wording to replace previous reference to Table CR7 on certification process. Traceability level is determined by update of certification scope and updated verification level.
1.6.10	Extensions: crop	Amended wording to replace previous reference to Table CR7 on certification process. Same as above.
1.6.11	Extensions: processing activities	Amended wording to replace previous reference to Table CR7 on certification process. Same as above.
1.7.10b	Definition of correction	Amended sentence removing the final clause about the "life of the certificate."
1.7.10d	Closure of an NC	Amended wording clarifying that closure of NC must be finalized before the next audit.
1.7.10d	Closure of an NC	Updated annex reference.
1.7.29	Cancellation	Amended reference to conformity level to align with standard.
1.7.34	Suspension	Updated annex reference.
1.9	Incentives	Added specification that lowering of verification level only applies to supply chain CHs.



1.9.2e	Key topics of NCs	Added encroachment to the category of deforestation as key topic for NCs.	
1.10.6b	Types of quality control assessments	Added desk audit as a type of audit.	
1.10.15	Sanctions	Added that violation of any assurance document can be grounds for a sanction.	
1.12.4	Annex CR1: Geodata and Risk Maps	Updated annex references.	
1.12.9	Table CR13	Amended wording in table regarding groups of farms and large farms to align with RACP and the standard.	
		CHAPTER 2. AUDITING RULES AND ITS ANNEXES	
2.3.8	Sharing of audit plan	Amended to 2 weeks prior to the audit date to align with 2.3.6. The two requirements were previously contradictory.	
2.3.11	Persons required at the audit	Added footnote clarifying that, per the standard, one committee may address more than one topic, so there may not be a different representative from each committee.	
2.6.10	Data quality for smart meters	Amended to match wording in 1.1.16 that data shall be "credible, complete, and consistent."	
2.16.5	Timeline of a non- certification decision	Removed unnecessary note.	
AR1.2	Table AR1.2	Amended reference to group certification to align with certification options.	
AR4.5.26	Remediation	Updated annex reference.	
AR4.10.56	Off-site investigation	Removed reference to a clause that no longer exists.	
AR5	Using geodata in an audit	Updated multiple annex references.	
AR7.2i	Distinguishing certified from conventional product	Added that this is not applicable for mass balance products to align with the standard.	
AR7.3a	Distinguishing certified from conventional product	Added that this is not applicable for mass balance products to align with the standard.	



## INTRODUCTION

The Rainforest Alliance 2020 Certification Program provides the foundation for our approach to "reimagining certification" – our vision for the future of certification. The new standard, assurance system and related data and technology systems are designed to deliver more value to the many people and businesses around the world that use Rainforest Alliance certification as an essential tool to support sustainable agricultural production and supply chains.

Farms, farmer groups and supply chain organizations that meet all applicable requirements of the Sustainable Agriculture Standard and comply with the process requirements of the Rainforest Alliance Assurance Rules are then able to sell, ship and/or buy their product as Rainforest Alliance Certified.

To expand the reach of the Rainforest Alliance Certification Program and to safeguard the system's integrity, quality, competitiveness and credibility, the Rainforest Alliance works with independent certification bodies (CBs) around the world. Authorized CBs certify farms, farmer groups and supply chain organizations against the Rainforest Alliance 2020 Sustainable Agriculture Standard.

The Rainforest Alliance is a full member of ISEAL, is committed to ISEAL's Code of Ethics and supports the ten ISEAL Credibility Principles, which represent the core values on which effective sustainability standards are built. The Rainforest Alliance also applies the principles of ISEAL's codes of good practice: The Code of Good Practice for Setting Social and Environmental Standards (Standard-Setting Code); the Code of Good Practice for Assessing the Impacts of Social and Environmental Standards (the Impacts Code); and the Code of Good Practice for Assuring Conformity with Social and Environmental Standards (the Assurance Code).

The Rainforest Alliance manages, and is responsible for, a global Assurance System for Certification Bodies. As Rainforest Alliance certification expands further globally, the goal is to foster a highly credible and rigorous system. The audit and certification services rendered under the Assurance System maintain and ensure a general sense of purpose as well as a commitment to high quality, integrity, consistency and transparency which is also reflected in the commitment to continual improvement of systems, documentation and processes. Access to the system by smallholders is important to the Rainforest Alliance, and smallholders are not at a disadvantage or excluded from accessing certification services.

Just as the Sustainable Agriculture Standard is designed to promote continuous improvement by producers and supply chain actors, the Rainforest Alliance is committed to continuously improving its work, adopting a continuous improvement approach to the 2020 Certification Program. Documentation and systems will be updated accordingly to improve the program's assurance, and any changes will be communicated to Certification Bodies (CBs) and certificate holders and made available on the Rainforest Alliance website.

#### **Overview of Assurance Rules & System**

The Assurance Rules establish the rules for the various elements that provide assurance for the 2020 Certification Program. The rules are composed of two documents, each with two chapters. At the beginning of each chapter is an introduction that describes the target audience of that chapter.

The two documents are:

- 1. 2020 Rainforest Alliance Certification and Auditing Rules
- 2. 2020 Rainforest Alliance Rules for Certification Bodies



The Assurance System takes the contents of these two documents and translates them into the Rainforest Alliance technology systems that are designed to measure, ensure and improve compliance with the Sustainable Agriculture Standard's requirements. It aims to create a more robust and credible system by focusing attention on accuracy of data for informed decision processes, risk assessments and audit quality.

## INNOVATIONS IN THE RAINFOREST ALLIANCE 2020 ASSURANCE SYSTEM

In line with the Rainforest Alliance's long-term vision of 'reimagining certification,' the Assurance System of the 2020 Certification Program introduces numerous innovations to ensure that certification is more context-specific, data-driven, and risk-based.

#### Risk-based approach

The Rainforest Alliance 2020 Certification Program aims to promote a preventive approach instead of a reactive one, and the Assurance Rules have been developed within a risk-based framework to enable this approach. In this framework, data is collected at the beginning of the certification process, rather than at the end, allowing for risk analysis to be carried out.

Providing actionable information for program users, the program takes this better use of data to introduce the use of 'Risk Maps'. These are maps that are created through combining external data sources with location data, Rainforest Alliance data and specific sector data. The maps then provide risk levels of countries, organizations and farms (or farm units) for key sustainability topics - <a href="child labor">child labor</a>, forced labor, deforestation and sustaining natural ecosystems (protected areas). Risk maps include a risk classification which serves as input for the certificate holder to take informed decisions for improvement and to facilitate the auditing process and for the CBs to focus their audits.

#### **Data monitoring**

The Assurance System introduces a new way of monitoring data submitted via the Rainforest Alliance online platform at several different stages of the certification process, instead of waiting until the audit results have been reported to the Rainforest Alliance. This can help to avoid mistakes in the scope and provision of applicable requirements to the certificate holder.

#### Strengthened auditing

To strengthen the consistency of audit quality across Certification Bodies (CBs), the Assurance System provides specific requirements and guidance on how to audit specific topics, such as deforestation, child and forced labor, traceability, subcontractors and personnel files. More generally, by offering a system that leverages data and auditing expertise, the system allows CBs to increase the usefulness and rigor of their audits. The Rainforest Alliance aims to work closely with the highest performing CBs, and so now has the ability to limit the number of CBs both per country and globally, based on performance results. The Rainforest Alliance will implement legal and risk analyses as a condition for authorizing the geographical scope of CBs and introduce a fee system for the CB authorization process, designed to reduce the administrative requirements for CBs.

#### Innovations per chapter in this document

#### Certification Rules

- Geolocations at farm unit level
- Group Management Assurance
- Confirmation of scope early in the process to better focus only on applicable requirements
- Groups held accountable for compliance of intermediaries with (traceability) requirements
- Three-year certification cycle
- Certificate holders to stay with the same CB for one cycle
- Remote surveillance audit for top performers
- An additional verification level by the Rainforest Alliance for certification decisions



#### Auditing Rules

- Sampling rules for groups, facilities, documents and interviews
- Formula for estimating audit duration
- Pre-audit stakeholder engagement
- The use of geodata for auditing
- Extensive description of auditing methods for:
  - a) Deforestation
  - b) Traceability
  - c) Social topics: Assess-and-address, <u>Freedom of Association</u>, wages, housing, personnel files

#### **USING THIS DOCUMENT**

#### Terms, definitions and abbreviations

A glossary governing all underlined terms in all Rainforest Alliance documentation can be found here.

Frequently used abbreviations in this document:

- CB: Certification Body
- CH: Certificate Holder
- RA: Rainforest Alliance
- RACP: Rainforest Alliance Certification Platform
- CBA: Collective Bargaining Agreement
- NGO: Nongovernmental Organization
- FoA: <u>Freedom of Association</u>
- CL/FL/D/WVH: <u>Child labor/forced labor/discrimination/workplace violence and harassment</u>
- NC: <u>Nonconformity</u>
- QMS: Quality Management System
- MS: Management System
- MAD: Minimum Audit Duration

- GPF: Group Proximity Factor
- GPS: Global Positioning System
- IDE: Interview Duration Estimate
- NII: Number of Individual Interviews
- DI2: Duration of Individual Interviews
- NGI: Number of Group Interviews
- DS2: Default Farm Sample Size
- DGI: Duration of Group Interviews
- RF: Risk Factor
- RCA: Root Cause Analysis
- PA: Protected Area

#### Key verbal forms:

In this and other assurance documents, the following verbal forms apply:

- "shall" indicates a requirement which is mandatory
- "should" indicates a recommendation
- "may" indicates a permission
- "can" indicates a possibility or a capability

Further details can be found in the ISO/IEC Directives, Part 2.

#### **Implementation**

The requirements referred to in this document are binding for all parties involved in the process for <u>certificate holders</u> (<u>CH</u>) to become part of the Rainforest Alliance certification program. This includes farm CHs as well as supply chain CHs. In this document, CH is used to refer to both prospect CHs and CHs that are already part of the Rainforest Alliance certification program.

Non-fulfilment of any requirements in this document will result in one or more nonconformities ( $\underline{NC}$ s) which may lead to suspension or cancellation of the authorization given to the  $\underline{CB}$ .



An authorized CB or a CH may exceptionally deviate from the requirements of this document under the condition that the CB has received approval from the Rainforest Alliance prior to such deviation and the CB or CH provides documented justifications. For CBs, such justifications shall demonstrate the ability of the QMS of the CB to continuously deliver the expected results of the audit activities and certification processes. For CHs, such justifications shall demonstrate the ability of the management system of the CH to continuously demonstrate conformity of the CH with the assurance and standard rules that apply to their scope.

Such exception requests shall be submitted to <a href="mailto:cbcert@ra.org">cbcert@ra.org</a>. the event that a CH does not have a valid contract with a CB, the request shall be submitted to <a href="mailto:customersuccess@ra.org">customersuccess@ra.org</a>.

The Rainforest Alliance reserves the right, at its sole discretion, not to accept a deviation from any of the requirements if the justifications do not sufficiently ensure confidence in the CB's decision.

If there is any conflict between the requirements in this document and those in other documents including legal and statutory requirements, the CB and/or CH shall consult the Rainforest Alliance in a timely manner for further guidance on interpretation. The Rainforest Alliance will start carrying out evaluation and monitoring activities based on the Assurance System documents from their effective date.

#### **Reference documents**

In all cases, the current and valid version of the standards, normative documents or guidance documents shall be the reference documents in this document. The latest version of Rainforest Alliance documents, including the Assurance documents, can be found at <a href="https://www.rainforest-alliance.org">www.rainforest-alliance.org</a>.

Rainforest Alliance documents:

- Sustainable Agriculture Standard for farm and supply chain certification including applicable annexes, tools and guidance documents
- 2020 Rainforest Alliance Certification and Auditing Rules
- 2020 Rainforest Alliance Rules for Certification Bodies
- Rainforest Alliance Labelling Policy
- Rainforest Alliance Glossary
- Rainforest Alliance Auditor Verification Protocol
- Rainforest Alliance <u>child labor</u> and <u>forced labor</u> sector risk maps
- Rainforest Alliance License Agreement and its General Terms and Conditions

#### External documents:

- ISO/IEC 17021-1:2015, Conformity assessment Requirements for bodies providing audit and certification of management systems – Part 1: Requirements
- ISO 19011:2018 Guidelines for auditing management systems
- IAF MD 5:2019 Determination of Audit Time of Quality, Environmental, and Occupational Health & Safety Management Systems
- ISO/IEC 17065:2012 Conformity assessment Requirements for bodies certifying products, processes and services

#### **Contacting Rainforest Alliance**

**Certificate Holder support:** CHs of the Rainforest Alliance program can contact the Customer Success team at <u>customersuccess@ra.org</u> for questions about the Rainforest Alliance standards and Certification Rules.

**Technical support**: Certification Bodies and CHs can contact <u>customersuccess@ra.org</u> for assistance in accessing or using the Rainforest Alliance systems, seal use and trademarks.



**Certification Body support:** Certification Bodies can contact the Rainforest Alliance Standards & Assurance department by using the following email addresses:

- <u>cbcert@ra.org</u> for questions about the Rainforest Alliance standards and Certification Rules, communication about partners (e.g. suspensions and withdrawals of certificates and activations) and CB authorization and training
- <u>cbmanagement@ra.org</u> for CB accounts and approvals
- cbmonitoring@ra.org for CB monitoring
- cbtraining@ra.org for CB training
- wacocoa@ra.org for CB support in West-Africa and interpretation of the Cocoa Policy

#### Grievances

Kindly use the webform to submit your grievances against Rainforest Alliance: <a href="https://www.rainforest-alliance.org/business/sustainable-farming/farm-certification/questions-and-complaints">https://www.rainforest-alliance.org/business/sustainable-farming/farm-certification/questions-and-complaints</a>

#### Compliance with applicable laws

Rainforest Alliance strives for its CHs and CBs to be exemplary figures for improving social, economic and environmental conditions in their areas of operation. In this regard, CHs and CBs shall obey national laws, regulations and sector agreements or collective bargaining agreements. In the event that a national law, regulation, sector agreement or collective bargaining agreement (CBA) is stricter than the requirements of the Rainforest Alliance certification program (Sustainable Agriculture Standard and Assurance Documents) or vice versa, the strictest rule always prevails. For more information, refer to the **Sustainable Agriculture Standard**.

When the interpretation of the applicable law poses a challenge in terms of complying with a requirement from the Rainforest Alliance Assurance Documents or Standard, the Rainforest Alliance will analyse each specific situation and communicate the corresponding decision.



## **CHAPTER 1: CERTIFICATION RULES**

#### INTRODUCTION

#### **Objectives**

- To establish requirements for prospect certificate holders (referring to all organizations that want to be part of the Rainforest Alliance
  Certification Program), and Certificate Holders (referring to all organizations that are part of the Rainforest Alliance Certification Program) to
  become or remain part of the Rainforest Alliance Certification Program
- To establish requirements on which CHs need to receive an external certification audit
- To establish a process for CHs to become or remain part of the Rainforest Alliance Certification Program

#### **Applicability**

This chapter applies to:

- 1. Certificate Holders (CHs) that want to get certified in the new Rainforest Alliance Certification Program, including:
  - Farming organizations
  - Supply chain organizations
- 2. Authorized Certification Bodies (CBs) that want to certify their clients under the 2020 Rainforest Alliance Certification Program
- 3. The Rainforest Alliance

#### Process requirements for certification of farm and supply chain certificate holders

In order to promote sustainable agriculture, the Rainforest Alliance has developed the Rainforest Alliance Sustainable Agriculture Standard. Certificate Holders that want to sell and/or buy their product as Rainforest Alliance Certified shall meet all applicable requirements from the Sustainable Agriculture Standard and comply with the process requirements of this chapter. The process requirements are based on the general certification process as depicted in Figure 1.



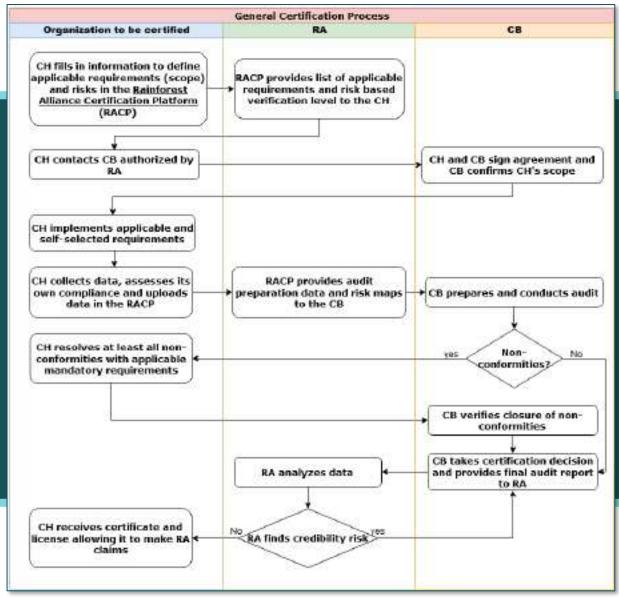


Figure CR 1: General Certification Process



#### 1.1 SCOPE OF THE RAINFOREST ALLIANCE PROGRAM AND STANDARD

The Rainforest Alliance Sustainable Agriculture Standard includes Farm Requirements and Supply Chain Requirements. Requirements from the entire Sustainable Agriculture Standard may apply to a Certificate Holder (CH), based on the crops, activities, entities etc. the CH wishes to certify (called certification scope) as well as the risks that apply to the specific certification scope.

#### Possible certification scope

This section explains what may be covered by the Rainforest Alliance certification scope (the scope of the crops, activities, entities, etc. a CH wishes to certify) and what defines the applicable standard requirements of a CH (all requirements that are mandatory to a CH, according to the certification scope, context and level of the CH).

- 1.1.1 The RACP shall define which standard requirements are applicable to a CH, based on the certification scope provided by the CH in the RACP. The certification scope is defined by but is not limited to:
  - a. Crops
  - b. Activities
  - c. Certification option
  - d. Level in the standard based on the year of certification
  - e. Traceability level (if applicable)
  - f. Risk
- 1.1.2 A CH may define its own certification scope by choosing what it wishes to certify. However, the CH shall take full responsibility of compliance with the Rainforest Alliance certification program requirements, of its entire certification scope.
- 1.1.3 A CH may include one or more crops included in the crop categories from the list below in the certification scope:
  - a. Banana
  - b. Cocoa
  - c. Coconut
  - d. Coffee
  - e. Flowers
  - f. Fruits



- g. Herbs, spices, other herbal tea ingredients and rooibos<sup>1</sup> may be included in the certification scope under the following conditions:
  - i. When cultivated with any other crop in this list
  - ii. In case of supply chain certification with no farming in scope
  - iii. In case of chili and pepper, producers may choose either RA 2020 certification or UEBT/RA certification irrespective of points i) and ii)
- h. Nuts
- i. Tea
- j. Vegetables may be included in the certification scope under the following conditions:
  - i. All CHs that produce, trade or handle vegetables shall hold a valid food safety certificate such as Global Gap, HACCP or comparable at any time during the validity of the Rainforest Alliance certificate, covering the entire scope of the Rainforest Alliance certificate.
  - ii. In case of change in the status of the food safety certification, the CH shall immediately inform the Rainforest Alliance and the CB.
- **1.1.4** Byproducts of the certified crops are not supported in the Rainforest Alliance certification program and therefore shall not be commercialized or processed with a Rainforest Alliance claim.
- 1.1.5 A CH may include one or more activities in the certification scope from the list below:
  - a. Farming
  - b. Trading
  - c. Warehousing
  - d. Processing and/or manufacturing

<sup>&</sup>lt;sup>1</sup> For the certification of Herbs and Spices, the Rainforest Alliance and the Union for Ethical BioTrade have developed a joint program. The Rainforest Alliance/UEBT Herbs and Spices Program is a partnership based on the recognition by the Rainforest Alliance of the Ethical BioTrade Standard and the UEBT Certification Protocol. The UEBT Standard includes a supplement with requirements from the Rainforest Alliance Standard that complement the UEBT Standard, or requirements that are unique to the Rainforest Alliance. After issuance of the UEBT Standard Certificate by UEBT, the Rainforest Alliance requirements linked to the scope of supply chain actors apply, as well as all Rainforest Alliance assurance documents for the remaining part of the supply chain until the manufacturing of consumer-end products. Contact the UEBT <a href="mailto:certification@uebt.org">certification@uebt.org</a> for more information.



- e. Packing
- f. Labelling
- g. Retail
- h. Brand ownership
- 1.1.6 A CH may include one or more entities in the certification scope. Types of entities are:
  - a. Farms
  - b. Intermediaries<sup>2</sup>
  - c. Sites
  - d. Subcontractors<sup>3</sup>
  - e. Service providers (including labor providers)<sup>4</sup>
- 1.1.7 The combination of entities included in the certification scope shall determine the certification option and applicability of columns from the standard. For more information, refer to the certification options described in this document.
- 1.1.8 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.
- 1.1.9 The scope of the applicable standard requirements from chapters 1, 4.5, 4.6, 5 and 6 shall cover all operations and areas of all entities (farms, sites, subcontractors, etc.) included in the certification scope of the CH. For more information, refer to the section Verification Scope in this document
- **1.1.10** The scope of the applicable standard requirements from chapters 2, 3 and 4 (except 4.5, 4.6) shall focus on the crop and activities related to the crop to be sold with a Rainforest Alliance certified claim.

<sup>&</sup>lt;sup>2</sup> Intermediary: any actor that trades (buys and sells) or handles Rainforest Alliance certified products in farm CH supply chains (typically from farm to farm CH facilities). Common examples of intermediaries in Rainforest Alliance certified supply chains are small traders such as "pisteurs" in Cote d'Ivoire or "manavs" in Turkey, who source from producers to supply farm CHs. As they handle low volumes, we do not expect intermediaries to be certified or registered independently in the Rainforest Alliance platforms, but they shall comply with applicable requirements from the Rainforest Alliance Standard and the CH management shall take responsibility for their compliance.

<sup>&</sup>lt;sup>3</sup> Subcontractor: an organization or individual contracted to carry out one or more specific operations on the certified products, for example, processing, storing, packaging and/or labelling products.

<sup>&</sup>lt;sup>4</sup> Service provider: an organization or individual contracted by management or producer to carry out specific tasks included in the scope of their Rainforest Alliance certification, within the physical limits of the farm. Service providers may work on field or processing activities or labor provision, including labor providers/brokers/recruiters. By definition, they do not take legal ownership of the Rainforest Alliance certified product.



- **1.1.11** 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**.
- **1.1.12** 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**.
- 1.1.13 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.

#### Performance system

- **1.1.14** The CH shall demonstrate conformity with 100% of the requirements that apply and are mandatory to its certification scope to become or remain part of the Rainforest Alliance certification program.
- 1.1.15 Any nonconformity (NC) with any self-selected (smart meter) requirements shall not influence the certification status of a CH.
- **1.1.16** Any NC with any self-selected (smart meter) requirements shall be closed by the CH before making any claim based on that requirement.



Type of requirement	Nonconformity	Action required
Mandatory requirement (applicable core or improvement requirement)	The requirement applies and the CH does not (fully) meet the requirement	Closure of NC to obtain or retain certification
Self-selected improvement requirements	The CH voluntarily selected the requirement but does not (fully) meet the requirement	Closure of NC to make additional claims on the requirement
Mandatory requirement (applicable core or improvement requirement) with indicator data or smart meter	<ul> <li>The requirement applies and:</li> <li>there have been no actions implemented to meet the target</li> <li>data collected for the smart meter or indicator is incomplete and/or not credible and/or not consistent</li> <li>has not performed monitoring or made adaptations to the targets</li> </ul>	Closure of NC to obtain or retain certification
Self-selected requirement with indicator data or smart meter	<ul> <li>The CH voluntarily selected the requirement and:</li> <li>there have been no actions implemented to meet the target</li> <li>data collected for the smart meter or indicator is incomplete and/or not credible and/or not consistent</li> <li>has not performed monitoring or made adaptations to the targets</li> </ul>	Closure of NC to make additional claims on the requirement

Table CR1: Types of Nonconformity and Possible Consequences

For more information on the consequences and process for closure of NCs, see **section on nonconformities** in this document.



#### Verification scope<sup>5</sup>

- 1.1.17 All requirements of the **Sustainable Agriculture Standard** that are applicable to the certification scope (activities, crops, entities, level, etc.) of a CH and requirements that have been self-selected by the CH shall be verified for the CH to demonstrate conformity. For more information on the types of verification, see section *Verification of Conformity* in this document.
- **1.1.18** The CH shall demonstrate conformity of all entities in its certification scope with all applicable and self-selected requirements as of the following dates:
  - a. For CHs that require an audit: on the day of the signature of their certification agreement with an authorized CB, the start date of the harvest or the date of first purchase of certified product up to **3 months** prior to the issue date <sup>6</sup>, whichever is earlier.
  - b. For CHs that are eligible for endorsement: on the day an endorsement is issued or the date of first purchase of certified product up to **3 months** prior to the issue date, whichever is earlier

#### Verification of the certification scope

- 1.1.19 Verification of conformity with all applicable and self-selected requirements including smart meter requirements shall be done through verification of the entire area and activities covered by the CH's certification scope. This includes but is not limited to (depending on the certification scope):
  - a. All areas destined for growing, handling and processing products, of all entities included in the certification scope, with focus on products intended to be sold with Rainforest Alliance Certified claims
  - b. Areas involving human activity and other infrastructure within its limits that include but are not restricted to administrative infrastructure, collection points, intermediaries, processing and packing units, storage facilities, workers housing, etc.
  - c. HCV areas, natural forests and other natural ecosystems as well as fallow land
  - d. Leased areas inside the CH's facilities
  - e. Workers, including all contracted and workers hired through labor providers, farm workers, supervisory and administrative staff, CH management and owner representatives

<sup>&</sup>lt;sup>5</sup> Verification is the confirmation, through the provision of objective evidence, that specified requirements have been fulfilled (definition of the ISEAL alliance adapted from ISO 9000)

<sup>&</sup>lt;sup>6</sup> The date of purchase is the date of change of legal ownership.



#### Verification of the certification scope

- f. Farms that produce crops intended to be sold with a Rainforest Alliance certified claim<sup>7</sup>
- g. Service providers, subcontractors and intermediaries included in the certification scope
- h. Workers and their families who live temporarily or permanently at the CH's facilities
- i. All documentation considered relevant to determining conformity with the Rainforest Alliance Sustainable Agriculture Standard
- i. Residents of surrounding communities who are or may be directly affected by the CH's activities
- k. Documentation related to trading of the certified and non-certified product handled by the CH
- I. Use of the Rainforest Alliance certification and traceability platforms and (if any) other systems used related to the implementation of requirements in the certification scope
- m. Data collected according to the targets set by the CH for smart meter requirements

Table CR 3: Verification of the Certification Scope

#### **Scope on the Certificate**

- 1.1.20 Once a CH has demonstrated conformity with all applicable Standard and process requirements, the CH shall receive a certificate to prove compliance with the scope mentioned on the certificate. The certificate allows the CH to offer Rainforest Alliance Certified products and/or services included in the certification scope.
- 1.1.21 CHs that have farming in their certification scope shall receive a certificate annex with certified area and estimated volume to be harvested within the year of certification per crop, valid for one year. This annex shall be provided yearly (after every yearly audit, and only in case of positive certification decision), based on the yearly volume estimation.
- 1.1.22 The scope mentioned on the certificate shall be according to the template provided by the Rainforest Alliance.

<sup>&</sup>lt;sup>7</sup> The Farm CH may choose to leave geographically separate farm units out of the certification scope if these are only used to produce non-certified crop at all times AND are not in the vicinity of farm units with certified crop.



1.1.23 The name mentioned on the certificate shall be the name of the CH responsible implementation of the Rainforest Alliance certification program (see section *Certification Options* in this document). For farms or farmer groups, this is the name of the farm or farmer group and not the name of the entity investing in the Rainforest Alliance certification program (if it differs from the farm or farmer group)<sup>8</sup>.

#### 1.2 CERTIFICATION OPTIONS

This section explains the possible structures in which CHs can join or remain part of the Rainforest Alliance certification program, called certification options. There are five certification options, of which the first three apply to organizations that include farming in their certification scope. The last two apply to the supply chain excluding farming<sup>9</sup>.

Cer	ificatior	n options	Column(s) from the Sustainable Agriculture Standard that apply to this certification option	Scope implications
1	Group	o of farms	Group	Farming is
	• A	group of organized farms (group members) that implements a common management system	certification	included in the scope
		e group can be organized as an association or cooperative or be managed by a farm or other pply chain actor such as an exporter or another entity.		·
		is type of certification is targeted at small farms that do not have the means to get certified dividually, however large farms may be part of or form a group.		
		rge farms (or <u>Multi-Farms</u> ) with <u>outgrowers</u> are covered under this certification option. In this case the <u>large</u> rm or <u>Multi-Farm</u> counts as <u>large group member</u> and the <u>IMS</u> .		

<sup>&</sup>lt;sup>8</sup> An entity investing in the Rainforest Alliance certification program may be mentioned under the name of the farm or farmer group if it differs from the name of the CH implementing the program.

<sup>9</sup> In case CHs that have farming in scope also include supply chain activities, their certification option stays the same, however applicable standard requirements may be added depending on the activities.



	Single farm (large or small)	Individual	Farming is	
	<ul> <li>One farm<sup>10</sup> owned or rented by one legal entity or person whereby management activities take place at a single physical location</li> </ul>	certification	included in the scope	
	• This type of certification is targeted towards single farms that want to get certified independently. The majority will be large farms however, small farms may also get certified under this certification option.			
	Multi-farm	Individual	Farming is	
	<ul> <li>Two or more farms owned or rented by one legal entity or person, whose operations and farming practices are managed centrally, regardless of certification. Some management activities may take place at the different farms however, the same practices shall be implemented at all the farms and processes and procedures shall be managed centrally.</li> </ul>	certification	included in the scope	
	• If any of these conditions does not apply, the farms may not get certified as a multi-farm and shall get certified under the certification option group of farms or split up in several single farms.			
	<ul> <li>Farms that are part of a multi-farm may get certified separately from the multi farm, in which case they will have a separate certification account and process.</li> </ul>			
	Single site	Supply chain	Supply	
	<ul> <li>An individual organization that does not have farming in the scope of its Rainforest Alliance certification, whereby management and all activities take place at a single physical location</li> </ul>	requirements	chain only	
	Multi-site	Supply chain	Supply	
	<ul> <li>An organization that does not have farming in the scope of its Rainforest Alliance certification and has an identified central location under which one or more sites are operating</li> </ul>	requirements	chain only	
blo (		requirements		

Table CR 2: Certification Options

 $<sup>^{10}</sup>$  For more information on the definition of farms, see the definition in Annex S1 Glossary.



#### General rules for all certification options

- 1.2.1 Responsibility of conformity of all actors that fall under the certification scope of the CH lies with central management of the CH.
- 1.2.2 All actors that fall under the certification scope of the CH shall be registered in the RACP under the certification account of the CH.
- 1.2.3 NC at any actor covered in the certification scope of a CH (e.g. farm, site, subcontractor, service provider, intermediary, etc.) affects the certification status of the entire CH.

#### Additional rules for farm CHs

- **1.2.4** Any farm shall not simultaneously be certified under more than one Rainforest Alliance certificate for the same crop.
- 1.2.5 Parallel production (certified plots and non-certified plots of the same certified crop(s) within one farm) is not allowed 11.
- **1.2.6** If the CH uses intermediaries, those shall be included in the Rainforest Alliance certification program under the certification scope of the CH.
- **1.2.7** The entire certification scope including management of a CH shall be located within the same country.

#### Additional rules for group and multi-farm certification

- **1.2.8** Certified sales of farms in scope of certification shall be managed centrally by the group or multi-farm management.
- **1.2.9** For all CHs the person responsible for coordination and ensuring compliance with the Rainforest Alliance certification program shall be at least one of the users of the RACP.
- **1.2.10** All entities included in the certification scope shall be compliant with the highest certification level within the group or multi-farm (see levels in the Farm Requirements).
- **1.2.11** Groups may subdivide group members into different sections/regions/internal inspection regions/sub-groups/etc. In such case, the following applies:
  - a. There shall be an overarching group management that is responsible for conformity of all actors that fall under the scope of the certification of the entire group.

<sup>11</sup> In case a CH is composed of several farms, it is possible some farms are included in certification and produce certified product, and some are not included in certification and produce conventional product. This is allowed, and potential processing sites may handle certified and non-certified product if segregation can be assured.



- b. Each section/region/internal inspection region/sub-group/etc. may implement an internal inspections system provided the overarching group management verifies the functioning of each section's/region's/internal inspection region's/sub-group's/etc. internal inspection system during the self-assessment.
- **1.2.12** If large farms are part of a group:
  - a. All large farms and processing units covered in the certification scope of the group shall be registered in the RACP under the certification account of the group.
  - b. Management requirements applicable to group members with large farms shall be implemented by the group members with large farms, however group management is responsible for conformity.

#### Additional rules for multi-site and multi-farm certification

- **1.2.13** All sites and/or farms shall have a legal or contractual link with the central management of the CH and shall be subject to a single management system for the management of at least all activities related to the certification scope.
- 1.2.14 Two or more sites and/or farms are considered to operate a joint management system if:
  - a. There is an identified central location where the activities of sites and/or farms are managed.
  - b. Implementation of the Standard Requirements is managed centrally.
  - c. Documents and records needed for certification are stored by the managing site and/or farm.
  - d. There is evidence that proves that the central management is owned by the same company as the sites and/or farms or is contracted by the sites and/or farm(s) to manage the production and processing areas.
- 1.2.15 In case of multi-site certification at supply chain level (not multi-farm), sites may be located in more than one country. However, all sites shall be located within the same allowed geographical region. The allowed geographical regions are:
  - a. Africa
  - b. Asia and Pacific
  - c. Europe and Middle East and Turkey
  - d. Latin America
  - e. US and Canada



The list of countries corresponding to the allowed geographical regions is available at the following page on the Rainforest Alliance website:

https://www.rainforest-alliance.org/business/geographical-scopes-rainforest-alliance-2020-certification-program/.

#### Subcontractors, service providers and intermediaries

CHs may make use of subcontractors and/or service providers and/or intermediaries for certified activities. This section explains the options and the conditions that apply.

- 1.2.16 Subcontractors may be included in the Rainforest Alliance certification program under the following options:
  - a. As part of the certification scope of one CH
  - b. As part of the certification scope of several CHs
  - c. Certified independently
- 1.2.17 Service providers and intermediaries may be included in the Rainforest Alliance certification program under the following options:
  - a. As part of the certification scope of one farm CH
  - b. As part of the certification scope of several farm CHs
- **1.2.18** Subcontractors and/or service providers and/or intermediaries shall comply with all requirements applicable to their scope, depending on the activities carried out, for example traceability, working conditions, application of inputs, use of seal, etc.

Option	Option		Conditions that apply		
1.2.19	Subcontractors/service providers/intermediaries included under the	a.	The CH making use of the services of the subcontractor/service providers/intermediary shall take full responsibility of the conformity of the subcontractor/service providers/intermediary before they can be included into their scope.		
	scope of one or more CHs	b.	In case a subcontractor/service providers/intermediary is included in the certification scope of several CHs, the subcontractor/service providers/intermediary shall be included in the verification scope and certification process of all CHs that use their services.		
		c.	The subcontractor/service providers/intermediary that is included under the scope of a CH that is (to be) part of the Rainforest Alliance certification program shall have a legal or contractual link with the CH receiving the services.		



Option	Conditions that apply
	<ul> <li>d. The subcontractor shall be registered under the certification account of the CH making use of its services.</li> </ul>
	e. The subcontractor shall not offer services as certified under the Rainforest Alliance program to other CHs independently from the CH certifying them under their scope.
1.2.20 Subcontractors certifindependently (this	a. Subcontractors may only be independently certified as a CH if the services provided are related to the certified product (e.g. processing, warehousing, transport, packing, etc.).
does not count for service providers)	b. The subcontractor shall be registered with its own certification account.
	c. The subcontractor that is (to be) certified under the Rainforest Alliance certification program independently is responsible for its own conformity with all applicable requirements.
	d. The subcontractor that is (to be) certified under the Rainforest Alliance certification program independently is regarded as any other CH that is (to be) certified under the Rainforest Alliance program.
	e. Subcontractors certified independently shall go through the certification process independently and thus will receive their own certificate.
	f. The subcontractor may offer services as certified under the Rainforest Alliance program to any client for the scope they hold a valid certificate for.

Table CR 4: Certification Conditions for Subcontractors



#### 1.3 VERIFICATION OF CONFORMITY

This section explains the three-year certification cycle in which CHs join and remain part of the Rainforest Alliance certification program. It also explains the different levels of conformity that may apply.

The certification process is based on a three-year cycle, with yearly verification (confirmation, through the provision of objective evidence, that specified requirements have been fulfilled<sup>12</sup>), as depicted in the figure below. This requires annual internal verification (internal inspection and self-assessment) and external verification (generally CB audits carried out by independent CBs, authorized by the Rainforest Alliance - and in some cases verification by the Rainforest Alliance).

 $<sup>^{12}</sup>$  Definition of the ISEAL Alliance adapted from ISO 9000.



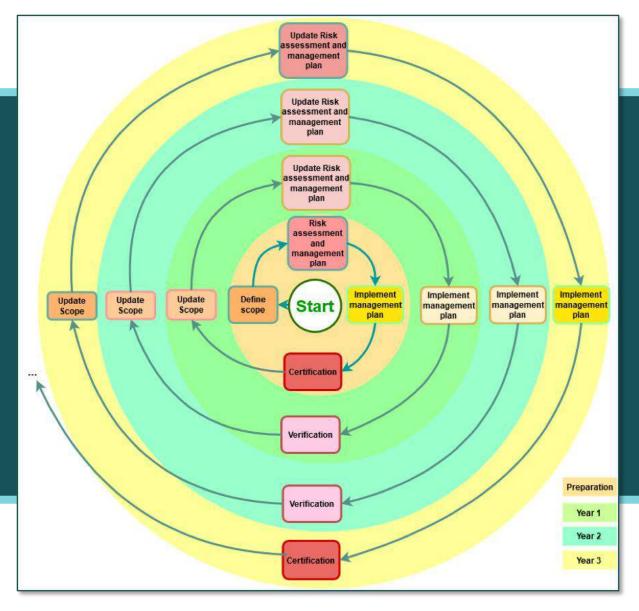


Figure CR 2: 3-Year Certification Cycle



#### Applicability of external verification of conformity for farm CHs (options 1 to 3)

- 1.3.1 All CHs that have farming in their scope shall receive a yearly on-site CB audit, one certification and two surveillance audits per 3-year cycle.
- 1.3.2 All entities (farms, sites, intermediaries, subcontractors, etc.) covered under the farm CH's scope shall be considered for the sample selection of the yearly CB audit according to the Auditing Rules chapter in this document.

#### Applicability of external verification of conformity for supply chain CHs (options 4 and 5)

For supply chain CHs, the type of yearly external verification may vary based on the verification level assigned to each site of the CH. Additionally, in some cases of very low risk, a site or CH may be exempted from a CB verification in which case the Rainforest Alliance will perform the verification (verification levels in table 5).

- 1.3.3 All sites included in the certification scope of a CH that does not have farming in scope shall be assigned a verification level, as per table 5 below, by the RACP.
- 1.3.4 The verification level is assigned per site by the RACP based on risk indicators provided by the CH in the RACP when registering and defining or updating the certification scope (see steps in the certification process).
- 1.3.5 The verification level assigned per site shall define the type and frequency of verification required per site, as per table 5 below.

Verification	Verification method				
level	Certification	Year 1: Surveillance	Year 2: Surveillance		
A-very low	Rainforest Alliance review	Rainforest Alliance automated check	Rainforest Alliance automated check		
B-low	CB remote certification audit	Rainforest Alliance review	Rainforest Alliance automated check		
C-medium	On site CB certification audit	CB remote surveillance audit	Rainforest Alliance review		
D-high	On site CB certification audit	On site CB surveillance audit	CB remote surveillance audit		
E-very high	On site CB certification audit	On site CB surveillance audit	On site CB surveillance audit		

Table CR 5: Verification Levels



- 1.3.6 The risk indicators that define the verification level include but are not limited to activities, location, crop information, volumes (see Table 6: Small Volume Thresholds), applicability of any requirement from chapter 5 of the standard, history, etc.
- 1.3.7 Supply chain CHs owning and/or physically handling volumes below the thresholds outlined below are considered small volume CHs based on which a lower verification level might be justified. In case of several sites or several crops under one certification scope, the following applies:
  - a. In case of several crops, total volumes (certified and non-certified) of all crops shall be under the respective thresholds outlined below
  - b. In case of several sites, the total volumes (certified and non-certified) of all sites shall be under the respective threshold outlined below.

Crop/Sector	Total Volume	Equivalent Product
Coffee	100 MT	Green Coffee
Cocoa	75 MT	Cocoa Bean
Tea/Rooibos	100 MT	Made Tea
Bananas	500 MT	Whole Fruit
Fruits and vegetables	20 MT	Whole Fruit/Vegetable
Hazelnut	50 MT	Hazelnut Kernel
Coconut Oil	100 MT	Crude Coconut Oil
Herbs and Spices	50 MT	Dried Herbs and Spices
Vanilla	10 MT	Vanilla Bean
Flowers	500,000 Stems	Flower Stems
Processed Fruits and Juice	20 MT	Drained weight of canned fruit, soluble solids in NFC, concentrates or purees

Table CR 6: Small Volume Thresholds



- 1.3.8 All sites in verification level A (and thus the lowest risk) may be exempted from an external CB audit and shall go through the endorsement process (an approval to join the Rainforest Alliance certification program provided by the Rainforest Alliance) to become or remain part of the Rainforest Alliance program.<sup>13</sup>
- 1.3.9 For CHs that have sites in verification level A included in their scope, the following applies:
  - a. In case the entire scope of the CH falls under verification level A, the Rainforest Alliance will provide an endorsement certificate to the CH with a start date on the date of issuance by the Rainforest Alliance and a validity of three years, subject to the CH maintaining level A verification.
  - b. For multi-site certification with sites in different verification levels, the Rainforest Alliance will provide an endorsement certificate to the CH for the sites in level A, with a validity pending CB certification. Once the CB certificate becomes valid, the endorsement certificate will have the same validity dates as the CB certificate.
  - c. The Rainforest Alliance reserves the rights to require a Rainforest Alliance or CB audit to endorsed sites.
  - d. In the event that an endorsed site is found non-compliant with any of the applicable process and/or standard requirements during such audit, the CH responsible for that site shall bear all costs of the audit and complete a certification audit process within 12 weeks after the date the site has been found non-compliant, in order to remain part of the Rainforest Alliance certification program.
- **1.3.10** In case of multi-site certification with sites in different verification levels, the CB audit sample selected shall be taken from the sites in verification levels B to E and the types of verification shall be representative of the verification levels as defined in the Auditing Rules chapter in this document.
- 1.3.11 In some cases, CHs may apply for a lower verification level under the conditions specified under the section *Incentives* of this document.
- **1.3.12** The Rainforest Alliance reserves the right to increase the verification level of a site based on its own risk assessment.

#### Rainforest Alliance verification and monitoring

All CHs will be included in the monitoring activities performed by the Rainforest Alliance. The Rainforest Alliance will analyze data of each CH that goes through the certification process to monitor CB and CH conformity with the applicable rules in the assurance documents and with the applicable requirements in the standard. The Rainforest Alliance will provide a license to use the Rainforest Alliance platform if the data provided by the CH and/or by the CB during the certification process is deemed credible, correct and complete. The following rules apply:

<sup>13</sup> Those could be for example (but may be subject to change):

<sup>-</sup> CHs that handle very low volumes of certified product.

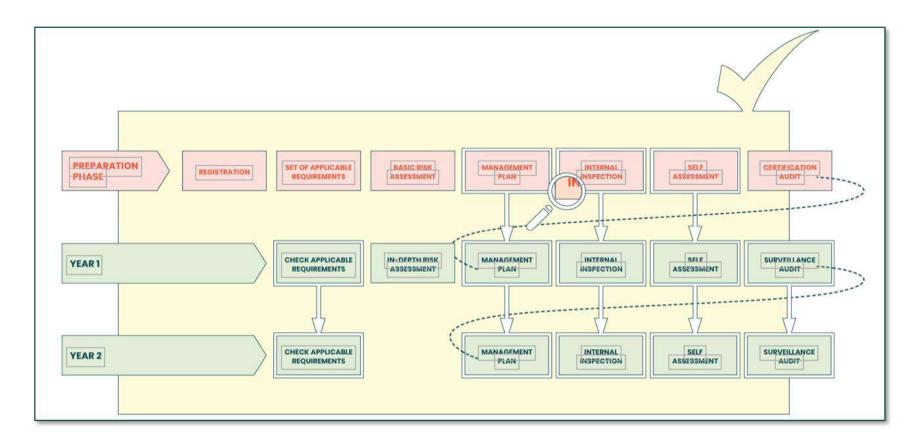
<sup>-</sup> CHs that do not physically handle the certified product, and are not purchasing product directly from the farm CH.



- 1.3.13 The license shall have the same scope as the scope mentioned on the certificate.
- **1.3.14** A certificate shall not be valid without an active license.
- **1.3.15** CHs shall not ship, process or sell products with a Rainforest Alliance product claim without having a license to use the Rainforest Alliance traceability platform, as outcome of the certification process.
- **1.3.16** A new license shall be issued yearly after the applicable verification as described in the process below in order to include yearly changes in the scope. For farm CHs, this is mainly the volume estimated to be harvested in the harvest cycle year.



#### 1.4 CERTIFICATION PROCESS





This section describes the steps to be taken by the different actors involved in the certification process of a CH. This includes the endorsement process.

All time frames in the certification process are counted in weeks (seven days starting any day of the week).

Figure CR 2: Certification Process Overview

Certification Process					
Step	Rules per step		Responsible Actor		
Steps	Steps to determine applicable requirements				
1	The C	H creates a certification account in the Rainforest Alliance certification platform (RACP)	The CH		
	1.4.1	All CHs that wish to join the Rainforest Alliance certification program shall create a certification account in the RACP.			
2	The CH defines/updates certification scope <sup>14</sup>		The CH		
	1.4.2	After creating a certification account, all CHs who wish to join the Rainforest Alliance certification program shall fill in and confirm their certification scope in the RACP.			
	1.4.3	Supply Chain CHs shall also submit their Supply Chain Risk Assessment (SCRA) to receive the verification levels for their sites once they have confirmed their certification scope <sup>15</sup> .			
	1.4.4	This information shall be updated at least annually to ensure the certification scope is updated (where necessary) and the applicable annual verification of conformity (see section <i>Verification of Conformity</i> in this document) is initiated.			

<sup>&</sup>lt;sup>14</sup> In case of scope extension, the CH goes through the process from step 2 onwards.



3	The Rainforest Alliance provides/updates list of applicable requirements from the standard and verification levels			
	1.4.5	Once the CH has defined and confirmed 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 16.	Alliance	
	1.4.6	Once the Supply Chain CH has requested its verification level(s), the Rainforest Alliance shall provide the verification level that applies to each site within the scope of the Supply Chain CH.		
	1.4.7	The Rainforest Alliance reserves the right to update the applicable requirements and/or verification levels with a notification period defined on a case-by-case basis.		
4	The C	H selects/updates self-selected requirements and smart meters	The CH	
	1.4.8	The CH shall revise the list of applicable requirements provided by the RACP, choose additional self-selected requirements (if desired) and set smart meter targets.		
	1.4.9	If the scope is not correct, the CH shall correct this in the RACP and confirm the certification scope again. Applicability of standard requirements and verification levels may change.		
Steps to apply for an audit with a CB authorized by the Rainforest Alliance				
5	The CH chooses a Rainforest Alliance authorized CB		The CH	
	1.4.10	All CHs who require a CB audit shall choose a CB authorized by the Rainforest Alliance for their certification scope.		
	1.4.11	To request a quotation with a CB, the CH shall share with the CB the Certification Application Form (CAF).		
	1.4.12	CBs may offer quotations to the CH or the CH may request quotations from the CB based on the CAF information.		
	1.4.13	The CH may choose the CB of its preference. However, the Rainforest Alliance reserves the right to assign the CB to the CH in case of risk identified by the Rainforest Alliance. <sup>17</sup>		
	1			

<sup>&</sup>lt;sup>16</sup> The requirements to be self-selected are not mandatory but may be selected to be included in the certification scope voluntarily for example to make additional claims.

<sup>&</sup>lt;sup>17</sup> The Rainforest Alliance is exploring the possibilities of putting in place an audit allocation system run by the Rainforest Alliance. This is initiated for cocoa in West Africa but may be extended to other crops and countries.



6	1.4.14	All CHs who require a CB certification audit shall sign a certification agreement with the selected CB and confirm the agreement has been signed in the RACP. This will give the CB access to the certification information of the CH where progress can be monitored and the necessary information for the audit preparation shall be shared.  The CB 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.  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.	The CH + The CB
Steps	to imple	ement the program, collect applicable data and internal verification of compliance	
7	The C	H completes implementation of the applicable standard requirements	The CH
	1.4.17	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.	
	1.4.18	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 <b>Rainforest Alliance Learning Network</b> .	
8	The C	H collects data and verifies its own conformity	The CH
	1.4.19	All CHs shall verify their own conformity and that of all entities falling under their responsibility (see <b>Certification options</b> ) 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.	

<sup>18</sup> For more information on the content of the certification agreement refer to the **Rules forCertification Bodies**.

19 Both the CB and the CH confirm in the RACP that they have signed a certification agreement including a confidentiality clause that will allow the Rainforest Alliance to share the information provided by the CH in the RACP with the CB.



Steps to prepare for the external verification of compliance					
ç	7	The CB and CH agree on audit dates			
		1.4.20	The CB shall indicate the scheduled start date of the audit in the RACP <b>6 weeks</b> <sup>20</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 than <b>6 weeks</b> before the first day of the new audit dates.		
		1.4.21	In the event that the audit is planned to take place or takes place <b>longer than 6 months</b> 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.		

 $<sup>^{20}</sup>$  A week is 7 days, starting on any day of the week regardless of national holidays.



### Steps to prepare for the external verification of compliance

10 The CH updates/provides audit preparation or endorsement data

The CH

1.4.22 All CHs shall complete or revise their audit preparation or endorsement data and provide the applicable documents/data from the list below in the RACP at least 4 weeks before the first day of the scheduled audit:

Document/data	Requirement	Applicable to
<ul> <li>a. Certification scope information including details of sites, processing units, intermediaries, subcontractors and service providers (provided in the RACP)</li> </ul>		All CHs
b. Certification Application Form (CAF)		All audited CHs
c. SCRA results		All supply chain CHs
d. Management plan	1.3.2/1.1.3	All audited CHs
e. Self-assessment (provided in the RACP)	1.4.2	All CHs
f. Group Member Registry (GMR) (provided in the RACP)	1.2.4	All farm group CHs
g. Geodata risk assessment as obtained from the RACP after upload of data (combination of points and polygons as required in the standard) (provided in the RACP). For more information on geodata, see Guidance D. on Geolocation Data Requirements and geodata Risk Maps	1.2.12/1.2.13/1.2.14/1.2.15	All farm CHs
h. Indicator data (provided in the RACP)	Any applicable requirement with indicator	All farm CHs

- **1.4.23** 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.
- **1.4.24** If the information is not complete **4 weeks** before the audit, the audit shall be postponed.



11	The RACP provides audit preparation data to the CB							
	<b>1.4.25</b> 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:							
	a. An audit checklist with the minimum requirements to verify							
	b. For all farm CHs: geodata risk assessment based on the geodata provided by the CH. For more information refer to the Annex Chapter 1 and Guidance D. Geolocation Data Requirements and Risk Maps.							
	c. For all multi-sites: a list of sites and/or processing units to be used to define the audit sample							
12	The CB plans and prepares audit (certification or surveillance)	The CB						
	<b>1.4.26</b> Before each certification or surveillance audit, the CB shall plan and prepare the audit incorporating the information provided by the CH in the audit preparation data, and the geodata risk assessment results provided by the Rainforest Alliance.							
	<b>1.4.27</b> The CB shall provide the audit plan at least <b>2 weeks</b> before the start date of the audit as specified under chapter 2, in section Audit Planning and Preparation.							
	For more information on the rules that apply for the audit, refer to the section <b>on external verification of conformity</b> below. For more information on the process of the audit, refer to the <b>Auditing Rules</b> chapter in this document.							
Steps	of the audit and post audit activities							
13	The CB conducts on site audit (certification or surveillance)	The CB						
	<b>1.4.28</b> If during the audit the CB 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.							
	1.4.29 The audit may be combined with audits for other certification schemes as long as the requirements are verified according to the <b>Auditing Rules</b> chapter in this document.							
	<b>1.4.30</b> During the closing meeting of the audit, the CB shall provide the list of NCs identified by the audit team. This list may change after the quality review of the CB, in which case the CB shall notify the CH of any changes.							
	For more information refer to the <b>Auditing Rules</b> chapter in this document.							



14	The CB provides a draft audit report to the CH and performs quality review	The CB
	1.4.31 For all audits, the CB shall provide to the CH a draft audit report including a description of NCs identified, using the Rainforest Alliance checklist.	
	1.4.32 The draft audit report shall be provided no later than 3 weeks after the last day of the audit.	
	<b>1.4.33</b> After the draft audit report has been completed, the report shall be reviewed by the CB through its internal quality management system.	
	1.4.34 If the quality review reveals any new NCs, the CB shall inform the CH and the CH shall close these before the certification decision is taken.	
	<b>1.4.35</b> The Rainforest Alliance reserves the right to require the CB to share the results of the CB's internal quality review and require the CB to follow up on those results.	
15	The CH resolves nonconformities	The CH
	1.4.36 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 <b>Nonconformities and possible consequences</b> of this document.	
	1.4.37 The timeline for closure of the NCs shall be defined by the CH and the CB 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 the CB.	
16	The CB verifies that nonconformities have been resolved and takes certification decision	The CB
	1.4.38 The CB shall verify that all the evidence submitted by the CH is sufficient to close the NCs. The CB may conduct an on-site follow up audit if required (for more information see section Follow up audit in this document).	
	<b>1.4.39</b> Once the evidence of closure has been verified, the CB shall take a certification decision (certification, non-certification, de-certification).	
	1.4.40 The CB shall take the certification decision within the following timelines:	
	a. If any NCs were identified: within 12 weeks after the last day of the audit	
	b. If no NCs were identified: within <b>4 weeks</b> after the last day of audit	
	For more information, refer to the section <b>Auditing Rules</b> in this document.	



17	The CB provides certification decision and final audit report information to the Rainforest Alliance	The CB			
	<b>1.4.41</b> The CB shall submit the certification decision and the final audit report through the RACP within <b>1 week</b> after the certification decision has been taken.				
	<b>1.4.42</b> For all certification and surveillance audits the CB shall provide the final audit report in the RACP including:				
	a. The certification decision taken				
	b. The executed audit plan including dates and audit team				
	c. The CAF				
	d. The final audit findings checklist				
	e. The GMR and/or indicator data in case it there is an updated version after the CH upload				
	f. Validation/non-validation of certification scope and data provided by the CH				
	g. The certificate and annex (only in case of a positive certification decision)				
18	The Rainforest Alliance performs data analysis	The			
	The Rainforest Alliance performs data analysis (manually and/or automatically). These analyses are part of the CH and CB monitoring activities performed by the Rainforest Alliance and may result in additional assurance activities or CB sanctions.	Rainforest Alliance			
	1.4.43 The Rainforest Alliance shall perform monitoring activities for all submitted reports and provide an answer to the CB within 1 week after reception submission.				
19	CB provides/clarifies certification decision and data to the Rainforest Alliance	The CB			
	1.4.44 If requested by the Rainforest Alliance, the CB shall clarify and/or provide additional information on the certification decision and data within 1 week after the request for additional information or clarification.				



### 20 The CH receives license to use the Rainforest Alliance traceability platform and seal

**1.4.45** If the certification process and all information is deemed credible by the Rainforest Alliance, a license to use the RA traceability platform shall be issued by the Rainforest Alliance.

The Rainforest Alliance

- **1.4.46** Until the license is issued:
  - a. The CH shall not sell or ship any product with a Rainforest Alliance certification product claim.
  - b. Any seal approval (see **Rainforest Alliance Labeling and Trademark Policy**) is not valid without a valid active license in the RACP.
  - c. The CB shall not provide a certificate to the CH.
- 1.4.47 The Rainforest Alliance reserves the right not to issue a license. In such case, a certification shall not be valid.

Table CR 7: Certification Process



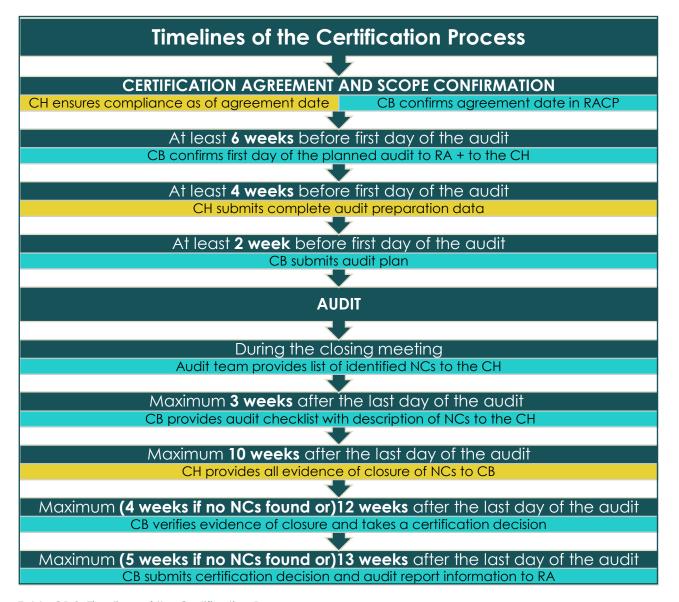


Table CR 8: Timelines of the Certification Process



# 1.5 VERIFICATION METHOD-CB AUDIT

This section describes different types of audits applicable to CHs, when they apply and the rules and conditions that apply per audit.

# Types of audits

Type of audit	Purpos	se	Applicable rules to be found in
Certification	1.5.1	Supply Chain CHs in <b>verification levels B to E</b> and <b>all</b> farm CHs, shall receive a certification audit in order to become part of the Rainforest Alliance certification program. They shall receive a certification audit once every 3 years to remain part of the Rainforest Alliance certification program.	Verification of Conformity
Surveillance audit	1.5.2	In order to maintain its Certificate, a CH shall receive a yearly surveillance audit. Supply chain CHs may be exempted from receiving external surveillance audit or all surveillance audits based their verification level. See <b>Verification of Conformity</b> .	Verification of Conformity
Follow-up audit	1.5.3	Where NCs are identified during the (re)certification or surveillance audit, the CB shall perform a remote or onsite follow up audit to verify closure of the NCs.	Verification of Conformity
Surprise audit	1.5.4	In addition to the certification and surveillance audits, the CB shall carry out surprise audits on at least 10% of the CHs in their portfolio of Rainforest Alliance CHs to verify continuity of conformity of the selected CHs.  The CBs shall bear the costs of the surprise audits that are additional to the certification and surveillance audits.	Verification of Conformity
Investigation audit	1.5.6	An investigation audit is conducted in response to a specific grievance, reported incident or substantial information regarding the conformity of the CH and may be performed by the Rainforest Alliance or the CB.	Verification of Conformity
Extension audit	1.5.7	In case of changes in the scope of a CH that is already certified, an extension audit may be required depending on the scope of the extension (usually additions to the scope). Extension audits shall be performed by the CB of the CH.	Verification of Conformity



Shadow audit	1.5.8	A shadow audit is an audit carried out by the Rainforest Alliance to evaluate and monitor the performance of the CB by evaluating the performance of an auditor/audit team as they are performing a CB audit in the field. A shadow audit has no cost to the CH.	Rules for Certification Bodies Document
	1.5.9	A shadow audit normally does not have any consequences for the CH. However, the Rainforest Alliance reserves the right to suspend, cancel or not grant a license and require the CB to suspend, cancel or not grant certification in the following cases:	
		<ul> <li>The CH fails to fulfil its obligations as described in the section on Obligations of the CH during any audit.</li> </ul>	
		b. The Rainforest Alliance identifies any nonconformity with the Rainforest Alliance Standard and Assurance requirements for the CH that jeopardize the credibility of the Rainforest Alliance certification program.	
	1.5.10	The Rainforest Alliance reserves the right to require the CB to follow up on nonconformities identified at the CH.	
Review audit	1.5.11	A review audit is an audit carried out by the Rainforest Alliance to evaluate and monitor the performance of the CB by performing an audit to a CH after a CB audit and comparing audit findings of the CB auditor/audit team and the Rainforest Alliance auditor.	Rules for Certification Bodies Document
	1.5.12	A review audit normally does not have any consequences for the CH. However, the Rainforest Alliance reserves the right to suspend, cancel or not grant a license and require the CB to suspend, cancel or not grant certification in the following cases:	
		<ul> <li>The CH fails to fulfil its obligations as described in the section on Obligations of the CH during any audit.</li> </ul>	
		b. The Rainforest Alliance identifies any nonconformity with the Rainforest Alliance Standard and Assurance requirements for the CH, that jeopardize the credibility of the Rainforest Alliance certification program.	
	1.5.13	The Rainforest Alliance reserves the right to require the CB to follow up on nonconformities identified at the CH.	

Table CR 9: Types of Audits



### Obligations of the CH during any audit

- **1.5.14** In all types of audits, the CH shall:
  - a. Accommodate all audit activities as communicated by the audit team prior to, during, and after the audit.
  - b. Fully cooperate with the audit team.
  - c. Provide the audit team full access to all facilities, areas and resources required to evaluate the certification scope of the CH throughout the course of the audit activities.
  - d. Provide ground transportation to the audit team for any required traveling between locations within the certification/audit scope (for example between farms, between sites, from/to subcontractors/intermediaries/labor providers/service providers).
  - e. Provide access to workers for interviews without coercing or coaching/training the workers with prepared answers.<sup>21</sup>
  - f. The CH and its representatives shall be out of eyesight during workers interviews, not to intimidate workers and audit team.
  - g. Pay workers involved in the auditing process at a fair and equitable rate.
  - h. Provide private facility for the audit team to perform interviews when required and shall not take notes on the interviewee names or sectors or any other information that can allow the CH to track the interviewed workers.
  - i. Not record interviews in any way.
  - j. Ensure that its personnel do not intervene with any auditing activities, including interviews, in bad faith or otherwise with the intent to disrupt the audit.
  - k. Accept the CB's decisions and submit any disagreement with the audit process, results or certification decision in accordance with the Grievance Procedure as set forth in the section Grievance Procedure.
- 1.5.15 The CH shall pay the CB at least 70% of the audit fees 3 weeks prior to the first date of the audit.
- **1.5.16** The final audit plan, as confirmed in the RACP and announced to the CH by the CB, shall be displayed by the CH at a central place in its main facilities, at least **1 week** prior to the first audit date, in a way that all personnel involved in certification is informed of the audit.

<sup>&</sup>lt;sup>21</sup> The <u>workers</u> should be able to explain about their work, in the way they perceive it.



- **1.5.17** Failure to fulfil any of the responsibilities set out above may result in:
  - a. Suspension, non-certification or cancellation of the CH. The Rainforest Alliance may decide not to allow the CH to be (re)certified for a specific period or indefinitely. This may be requested by the CB or at the Rainforest Alliance's own discretion.
  - b. Termination of the certification process by the CB. The CB may decide to terminate the certification process with a CH and issue a non-certification and cancel the active certificate if any.
- **1.5.18** If the certification process is terminated by the CB or the CH receives a suspension, non-certification or cancellation, the CH shall still cover all costs involved, including the cost of any subsequent audit that may be required.

### Certification audit: conditions for farm CHs (options 1 to 3)

- **1.5.19** The (re)certification audit shall take place between **3 months before** and **3 months after** the start date of the harvest of the main crop to be certified.
- **1.5.20** The Rainforest Alliance reserves the right to require certification audits to take place during the harvest season for a set group of CHs (defined per country, region, sector, crop etc.).
- 1.5.21 A certification audit that results in a positive certification decision shall provide the single farm, multi-farm or farm group with:
  - a. A CB certificate valid for 3 years, issued by the CB.
  - b. An estimated volume per crop in the certification scope. The estimated volume shall cover the volume estimated to be harvested during **1 harvest year**, starting on the first day of the certificate.
  - c. A license to use the Rainforest Alliance traceability platform, provided by the Rainforest Alliance.
- **1.5.22** The start date of the certificate, estimated volume and license shall be the start date of the harvest to be certified (small or main harvest).



**1.5.23** For countries and crops where an official start of the harvest is determined, this date applies. For example:

Country	Crop	Official start date of the harvest		
		Main harvest	Small harvest	
Turkey	Hazelnuts	1st of August	N/A	

Table CR 10: Harvest Start Dates

- 1.5.24 For CHs that certify crops with a continuous harvest only, the start date of the first certificate shall be the first day of the audit that led to a positive certification decision; any consecutive certificate shall start on the day after the expiry of the previous certificate.<sup>22</sup>
- **1.5.25** If there is more than one crop to be certified with no continuous harvest, the crop with the highest estimated volume shall count as reference for the determination of the audit dates and the start date of the certificate and estimated volume.
- 1.5.26 In this case, all other certifiable crops of the same CH shall have the same certification cycle.
- 1.5.27 Only product harvested within the validity period of a certificate shall be eligible to be sold or shipped as certified.

#### Certification audit: conditions for supply chain CHs (options 4 and 5)

- **1.5.28** The certification audit may take place at any point in time. However, any certified product purchased longer than **3 months prior to** the first audit day shall lose its Rainforest Alliance certified status.
- **1.5.29** Certified products purchased and processed without a valid certificate longer than **3 months prior to** the (re)certification audit shall not be sold, shipped or processed as Rainforest Alliance certified and shall be removed from the traceability account of the CH.
- 1.5.30 The re-certification audit shall take place no longer than 3 months prior to the expiry of the current certificate.
- 1.5.31 A (re)certification audit that results in a positive certification decision shall provide the CH with:
  - a. A certificate valid for 3 years, issued by the CB
  - b. A license to use the RA traceability platform, issued by the Rainforest Alliance

<sup>&</sup>lt;sup>22</sup> A continuous harvest does not apply for cocoa, coffee or hazelnuts. Other crops like tea, cut flowers, banana, vegetables, passionfruit, and pineapple may be considered as having a continuous harvest.



1.5.32 The start date of the first certificate shall be the date of first purchase of certified product up to 3 months prior to the first audit day or the first audit day of the certification audit, whichever is earlier; any consecutive certificate shall start on the day after the expiry of the previous certificate.

#### Surveillance audit

- **1.5.33** If a first surveillance audit is required as per the section on external verification of compliance in this document, the first surveillance audit shall always take place **9 to 15 months after** the date of certification.
- **1.5.34** If a second surveillance audit is required, the second surveillance audit shall always take place **21 to 27 months after** the date of certification.
- **1.5.35** If the surveillance audit does not take place during the given timeframes, the valid certificate and license shall be cancelled and a new certification audit shall take place for the CH to become certified again.
- **1.5.36** A surveillance audit is a full-scope audit. The CB may decide to adjust the audit sample (group members, interviews, documents, sites etc.) and audit duration on-site as relevant to achieve the audit objectives.
- **1.5.37** The surveillance audit shall be performed preferably when the greatest number of higher-risk activities are performed and/or when the CB estimates that the greatest number of workers will be present.
- **1.5.38** A surveillance audit that results in maintenance of certification, shall provide the CH with a license to use the RA traceability platform, issued by the Rainforest Alliance.

### Surveillance audit: additional conditions for farm CHs (options 1 to 3)

- 1.5.39 One of the two surveillance audits in a 3-year cycle shall take place during the harvest of the main certified crop.
- **1.5.40** One of the two surveillance audits in a 3-year cycle shall take place when application of agrochemicals for the main certified crop is planned to take place.
- 1.5.41 Both surveillance audits shall take place during the harvest of the main crop to be certified if:
  - a. The number of workers working outside of the harvest season is substantially less than the number of workers working during the harvest.
  - b. There is high risk of nonconformity with social topics<sup>23</sup> identified and flagged either by the CB or by the Rainforest Alliance.
- **1.5.42** The Rainforest Alliance reserves the right to further specify the applicability of the above rule for specific contexts.

<sup>&</sup>lt;sup>23</sup> When referring to social topics, it refers to all topics and requirements included in Chapter 5 Social of the farm and supply chain standards.



- 1.5.43 A surveillance audit that results in maintenance of certification, shall provide the CH with:
  - a. An estimated volume per crop in the certification scope. The estimated volume shall cover the volume estimated to be harvested during **one harvest year**, starting subsequently to the previous estimated volume.
  - b. An update of the previous estimated volume per crop in the certification scope based on the harvested volume and the sales performed.

### Follow-up audit

- **1.5.44** The CB shall decide if it is necessary to perform the follow-up audit on-site or if a desk follow-up audit suffices. A desk follow-up audit may be limited to remote verification of evidence of closure, if the CB deems it sufficient.
- **1.5.45** The Rainforest Alliance reserves the rights to require the CB to perform an on-site follow-up audit, regardless of the CB's decision, at any time during the certification cycle.
- 1.5.46 The CH shall make full payment to the CB for all costs involved in reviewing the closure of NCs.
- 1.5.47 A follow-up audit may have limited scope depending on the NCs found by the CB which lead to the follow-up audit.
- **1.5.48** Where the CB finds new NC(s) during a follow-up audit, the CB shall:
  - a. Allow the CH to close the newly found NC(s) within a period of a **maximum of 3 weeks** from the date that the NC(s) have been communicated to the CH and/or the last date of the follow-up audit, whichever is earlier; or
  - b. Take a non-certification or de-certification decision.
- **1.5.49** The CH shall pay the CB for all additional costs involved.

#### Surprise audit

**1.5.50** The 10% surprise audits (performed additionally to the certification and surveillance audits) shall be calculated based on the portfolio of CHs of the CB in the previous calendar year, rounded up to the whole next number with a minimum of one.



- 1.5.51 The CHs to receive a surprise audit shall be selected by the CB based on risk and consider at least:
  - a. Requests received from the Rainforest Alliance (if any)
  - b. The CB's risk analysis of the CH (taking into account the number and severity of NCs identified during the previous audit), the implementation of corrections and corrective actions, and other relevant justifiable reasons the CB may have, including possibilities of national law violations, violation to human rights and appearance in official databases that represent risk of credibility to the Rainforest Alliance and the CB
  - c. Complaints received about the CH (e.g. from the government, NGOs, or the Rainforest Alliance)
  - d. The time period that the annual audit was conducted (during the harvest or not)
  - e. New CHs that are in their first year of certification
  - f. CHs that did not receive a surprise audit yet
- **1.5.52** All surprise audits shall be onsite.
- 1.5.53 The CB shall not give a notice of more than 24 hours of the surprise audit to the CH.
- **1.5.54** The standard requirements and the sample to be verified during the surprise audit shall be defined by the CB based on risk and include at least social topics (when applicable).
- **1.5.55** The Rainforest Alliance reserves the right to:
  - a. Require a specific CH to be included in the 10% of surprise audits.
  - b. Require any type of audit to be unannounced, either for a specific CH or for a set group of CHs (defined per country, region, sector, crop etc.)

### **Investigation audit**

- **1.5.56** The CB shall not give a notice of more than 24 hours of the investigation audit to the CH.
- **1.5.57** Whether an investigation audit is required shall be determined based on risks and substantial information received by the CB and/or the Rainforest Alliance.
- **1.5.58** An investigation may have a pre-defined limited scope to respond to the matters under investigation.
- 1.5.59 The duration of an investigation audit shall be pre-defined prior to the audit and announced to the CH on the first day of the visit.
- **1.5.60** If necessary, the audit team has the right to adjust the audit duration whilst onsite.



- 1.5.61 An investigation audit may be carried out at any time during a certification cycle.
- 1.5.62 The Rainforest Alliance reserves the right to require the CB to suspend the certificate before the investigation audit has taken place.
- **1.5.63** Where the investigation audit leads to confirmed findings directly related to the matters under investigation:
  - a. The CB and/or the Rainforest Alliance may decide to suspend and/or cancel the certificate of the CH for an (in)definite period and/or may decide not to allow the CH to get certified again for an indefinite period.
  - b. The CH shall cover all costs involved for performing such an audit.
  - c. When allowed to maintain its certification, the CH shall implement all required corrective actions to respond to the findings of an investigation audit.
- **1.5.64** The Rainforest Alliance reserves the right to carry out investigation audits by itself when deemed necessary. In such cases the following applies:
  - a. The consequences resulting from these audits shall be implemented by the CB.
  - b. Certification decisions about audit processes carried out directly by Rainforest Alliance may not be appealed.

#### **Extension audit**

An additional audit may be mandatory for approval of a scope extension request. For more information see section on extensions below.

- 1.5.65 An extension audit shall be performed by the CB that the CH has a valid contract with.
- **1.5.66** For supply chain CHs, if the CH has an endorsement and the extension requires a CB audit, the CH shall contract a CB and receive a certification audit for all sites in verification levels B to E, as per the certification process.
- **1.5.67** If the CB that the CH has a contract with is suspended or does not operate anymore, the CH shall contract a new CB.
- **1.5.68** Whether an extension audit is required, is determined based on the risk and defined in the outcome of the scope change performed by the CH in the RACP.
- **1.5.69** The scope of the extension audit shall be limited to the scope of the extension.
- **1.5.70** An extension audit shall take place while a CH has a valid certificate.



# 1.6 EXTENSIONS

- 1.6.1 In the event of changes in the certification scope or CH organization that may affect the conformity of the CH, the CH shall inform the CB in writing immediately. Such changes may include change in key responsible persons, change in ownership, etc.
- 1.6.2 Changes in the scope that occur during the validity of a certificate and that imply an increase (i.e. more volume, group members, area, activities, sites or performance level in the standard) shall be included through the scope extension process. For more information on the rules per type of extension, refer to the table below.
- 1.6.3 Any increase (i.e. more volume, group members, area, activities, sites, crop or level) shall not be considered as certified until the extension process has been finalized successfully.
- 1.6.4 To start the process for a scope extension, the CH shall update the profile data in the RACP and inform the CB.
- **1.6.5** Based on the data provided, the Rainforest Alliance platform shall:
  - a. Provide an updated list of applicable requirements.
  - b. Indicate the verification needed on the new requirements if any.
  - c. Set in motion the applicable assurance processes. This process is the same as the certification process, starting at step 2, with as scope the applicable requirements that have been added after the update of the profile



# Possible extensions and conditions

Possib	le extensions	Conditions	Verification needed
1.6.6	Time	a. CHs can request a time-extension of their certificate and license of up to 3 months after the expiry date of their certificate and license, to the Rainforest Alliance or CB, to sell a product as Rainforest Alliance certified or to prevent a gap in certification.	<ul> <li>a. No extension audit is required; however, the Rainforest         Alliance reserves the right to require an extension audit         or deny such a request.</li> </ul>
		<ul> <li>b. CHs that are not re-certifying after the time- extension are not allowed to purchase any more during the time-extension and may only sell what product is already available in their account.</li> </ul>	
1.6.7	Volume and/or area and/or group members	<ul> <li>a. If a CH harvests more than the estimated volume, adds farms or area to its scope, the CH may request an extension of maximum 30% of the already certified volume and/or area and/or group members/intermediaries per year.</li> <li>b. The extension shall be requested during the validity of the volume<sup>24</sup> that is to be extended.</li> <li>c. New group members shall have the same level of conformity as the existing group members.</li> <li>d. New group members and or intermediaries shall go through the internal inspection process and found compliant with all applicable requirements.</li> </ul>	<ul> <li>a. A CB extension audit is always mandatory for extensions that exceed 10% per year. For extensions below 10% per year, this is determined based on a risk Assessment performed by the Rainforest Alliance.</li> <li>b. The extension audit shall include an evaluation of the IMS and its verification of conformity of the added group members, intermediaries, volumes and area, and at least the square root of the number of new group members and/or members with new area and/or volume and/or intermediaries is required during that year before the extension may be added to the existing certificate.</li> </ul>

<sup>&</sup>lt;sup>24</sup> This is not the same as the validity of the Certificate, as the volume is yearly, and the certificate has a 3-year cycle.



Possib	le extensions	Conditions	Verification needed
1.6.8	Traceability level	<ul> <li>a. The CH shall implement all requirements applicable to the traceability to add and verify its own conformity through a self-assessment.</li> </ul>	a. The verification of conformity needed before the new traceability level is added to the scope of the CH will be determined based on the update of the certification scope and the updated verification level, if applicable.
1.6.9	Sites and processing units	<ul> <li>The sites and processing units shall implement all requirements applicable, and the CH shall verify their conformity through a self-assessment.</li> </ul>	<ul> <li>a. The verification of conformity needed before the new site(s) are added to the scope of the CH will be determined by the RACP.</li> </ul>
			b. A CH with no farming in scope may increase the number of sites in their certificate up to 25% without the need for an extension audit. If the CH wishes to increase the number of sites by more than 25%, then an extension audit is required, multi-site sampling rates apply for the sites to be added.
1.6.10	Crop	a. The CH shall implement all requirements applicable and verify its own conformity through a self-assessment.	a. The verification of conformity needed before the new crop is added to the scope of the CH will be determined based on the update of scope and verification level, if applicable.
			<ul> <li>For CHs that want to include another crop with farming in scope, an extension audit is mandatory before the extension can be granted.</li> </ul>
1.6.11	Processing activities	<ul> <li>a. The CH shall implement all requirements applicable and verify its own conformity through a self-assessment.</li> </ul>	a. The verification of conformity needed before the new processing activities are added to the scope of the CH will be determined based on the update of scope and verification level, if applicable.

Table CR 11: Rules Per Type of Extension

1.6.12 The Rainforest Alliance reserves the right to deny any of above-mentioned extension requests.



# 1.7 NONCONFORMITIES AND POSSIBLE CONSEQUENCES

This section explains what the possible consequences are in case of NC and how this relates to the performance system.

#### Identification of nonconformities during an external audit

- 1.7.1 Any NC identified during the external audit shall always be reported to the Rainforest Alliance and communicated to the CH.
- 1.7.2 The audit team is responsible for identifying and describing the NCs identified during the audit.
- 1.7.3 The certifier is responsible for verifying any given NC and shall make adjustments if needed, based on the information provided by the audit team. This may be done **maximum 3 weeks** after the last day of the audit.
- 1.7.4 If a certifier makes any adjustments in the NCs, this shall be reported to the CH and the Rainforest Alliance.

### Nonconformities and the performance system

- 1.7.5 All NCs found against applicable mandatory requirements during a certification audit shall be closed before the CH may be certified.
- 1.7.6 If a NC is found for any part of the CH or entity falling under its responsibility, the entire CH shall not be certified before the NC is closed<sup>25</sup>.
- 1.7.7 If one or more NCs are found during any audit performed while the certificate is still active (surveillance or investigation audit), the CH shall not have its active certificate or volume cancelled unless the CB decides to do so in case of non-certification. However, all NCs with applicable requirements shall be closed within the time frame mentioned in the certification process for the CH to maintain its certification.
- 1.7.8 If one or more NCs are found with a self-selected requirement and/or self-selected smart meter, the NC shall be closed before the CH may make any additional claims on that requirement. This shall not affect the certification decision.

### Closure of a nonconformity

**1.7.9** Where an NC is raised to a CH, the CH shall determine and implement the appropriate correction and corrective action to prevent recurrence of the NC.

<sup>&</sup>lt;sup>25</sup> For example:

A NC identified at one of the sites, affects the certification status of the entire multi-site

A NC identified at one of the group members, affects the certification status of the entire group



- 1.7.10 The CH shall submit a proposed corrective action plan to the CB that includes:
  - a. **Root cause**: In order to identify the root cause of the NC, the CH shall perform a root cause analysis (RCA).
  - b. Correction: To correct the NC, the CH shall correct all instances of the NC.
  - c. **Corrective action**: To eliminate the root cause of the NC and prevent it from recurring; corrective actions shall focus on long-term, sustainable solutions, which eliminate the root cause of the NC.
  - d. In the event that the long-term solution to the root cause requires more than the maximum time frame allowed for closure of the NC, the NC may be closed with a corrective action plan, as long as the full implementation of the correction (of the short-term solution) has been completed within 10 weeks and the actions in the corrective action plan are concrete, time-bound, have started within the maximum allowed time frame, and will be finalized before the next audit and no later than the below time frames:
    - i. For 5.1.4 Assess-and-Address, the full remediation of a case shall be completed before the next audit and with a maximum of 50 weeks from the last day of the previous audit. Evidence of implementation shall be sent to the CB at least 2 weeks prior to the next audit, as per the Annex Chapter 5: Social. The CB shall verify that the corrective action plan has been fully implemented during the next audit.
      - **Note:** It can be possible that the next audit is organized earlier than 50 weeks from the last day of the previous audit. In this case, the CH still needs to complete the full implementation prior to the audit and send in the evidence at least 2 weeks prior to the first day of the audit.
    - ii. For 5.7 Housing, the construction of additional houses or adjustment of existing structures to house workers on-site. At least 50% of the implementation of the corrective action plan shall be completed before the next certification or surveillance audit and the full implementation of the plan shall be completed by the second audit after the nonconformity was raised.
  - e. **A time frame** in which corrections and corrective actions shall be undertaken and evidence submitted to the CB, with a maximum of **10 weeks**.
- 1.7.11 The CB shall agree or disagree with the proposed corrective action plan. If the CB disagrees, the CB shall justify the reasons and the CH shall submit a new corrective action plan.
- 1.7.12 The CB shall verify that the corrections and corrective actions have been taken and have been effective in eliminating the NC and its root cause through a follow-up audit.
- 1.7.13 In the case of recurring NCs, the corrective action plan shall take the recurrence of the NC into account to ensure the NC will not reoccur.



#### Non-certification or cancellation decision

- 1.7.14 The CB 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 in requirements 1.7.16 until 1.7.24, or any other reason if necessary to protect the credibility of the Rainforest Alliance certification program.
- 1.7.15 In such a circumstance, the CB may request that the Rainforest Alliance prohibit certification for the CH for an indefinite period, based on the audit findings.
- 1.7.16 Corrective actions have not been implemented satisfactorily within the timeframe described in the certification process above.
- **1.7.17 Evidence of fraud**, inaction **or cover-up**. This can be for example:
  - a. When there is evidence that conventional volume is intentionally being claimed as Rainforest Alliance certified.
  - b. When there is evidence that the sustainability differential is not used for its intended purpose.
- 1.7.18 Bribery/intimidation/harassment of the auditor. If an auditor receives any form of intimidation and/or harassment and/or is offered any type of bribe, and/or pressure from the CH, the auditor shall immediately suspend the audit and recommend the certifier to deny certification. Rainforest Alliance wants to protect the integrity and safety of the auditors that operate in its assurance system. Therefore, the auditor may suspend the audit in such cases without having physical evidence of pressure or bribery.
- 1.7.19 Systemic issues with irreversible 26 non-compliant practices that cannot be corrected, for example (but not limited to):
  - a. 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 removed from the volume to be sold as certified anymore<sup>27</sup>.
  - b. Loss of traceability of product that is (to be) certified.
  - c. Conversion of forests or other natural ecosystems to agricultural production or other land uses that occurred after January 1st, 2014. For more information see Annex CR1: Geodata and risk maps in this document
  - d. For **groups**: if an irreversible non-compliant practice occurred on more than 5% (of the whole group, after extrapolation, see Annex AR6) 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 non-certification and/or cancellation.

<sup>&</sup>lt;sup>26</sup> A NC is irreversible if <u>correction</u> is not possible.

<sup>&</sup>lt;sup>27</sup> This can be for example if volumes from farms that used a banned pesticide have been already mixed with volumes from other farms that are included in the certification scope, and thus cannot be removed anymore. If the volumes are not yet mixed and the CH is still in time to remove the volumes and farms that used a banned pesticide, this is not always an irreversible NC.



- e. Any farm where an irreversible NC has been identified, shall not be certified (single farm certification) or shall be removed from the certification scope of a CH (multi-farm or group certification).
- 1.7.20 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.
- **1.7.21 Severe human rights cases.** The case was not remediated<sup>28</sup> and Severity Test (using the Rainforest Alliance Severity Test, see Annex AR4 of this document) determines that the identified and confirmed issue is severe or the case is not remediated effectively according to the corrective action plan as accepted by the CB in the previous audit.
- **1.7.22** Violations of applicable national, regional, local or sectoral law or collective bargaining agreements related to the requirements in the Standard that apply to the CH<sup>29</sup>.
- 1.7.23 The CB 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.
- 1.7.24 Systematic lack of evidence or data on a large scale or misrepresentation or falsifications of data and evidence.

#### Consequences and steps to be taken in the event of non-certification or cancellation

- 1.7.25 The CB shall immediately inform the Rainforest Alliance and the CH through the RACP.
- 1.7.26 If a CH receives a non-certification during a re-certification audit and still has an active certificate, the CB shall cancel the active certificate of the CH.
- 1.7.27 If a farm CH receives a non-certification and/or cancellation decision or was removed from the certification scope of a multi-farm or group, the farm shall not be certified for the harvest for which they were audited. The CH may reapply for certification at the earliest for the first next harvest starting at least 6 months after the start date of the harvest for which they received a non-certification or 6 months after the date of cancellation, whichever date is later. In case of continuous harvest, the first possible next start date of the certificate shall be at least 6 months after the date of non-certification or cancellation.
- 1.7.28 CHs that have received more than one cancellation and/or non-certification in a row shall wait at least two harvest periods after the date the non-certification/cancellation decision was taken, or 12 months if the harvest is continuous before a new certification may take place

<sup>&</sup>lt;sup>28</sup> "Not remediated" means that the <u>remediation</u> is either not taking place, not meeting the time milestones in the <u>Remediation</u> Protocol, and/or is not being implemented in a manner consistent with the Protocol.

<sup>&</sup>lt;sup>29</sup> See "Overarching Rules on Applicability of the Standard" for more information on applicability of law.



- 1.7.29 A CH whose certificate was cancelled, or who received a non-certification and wants to achieve certification again shall comply, by the new audit, with the conformity level (year 0, year 1 or year 2) corresponding to the conformity year they were in when they were cancelled.
- 1.7.30 The Rainforest Alliance reserves the right to extend the cancellation to a period of up to 3 years.
- **1.7.31** The results of a cancellation/non-certification shall be shared publicly on the Rainforest Alliance website for the period of the cancellation.
- **1.7.32** The Rainforest Alliance reserves the right to implement further measures.

### **Suspension**

- **1.7.33** Throughout the validity period of the certificate, a CB 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 to be confirmed<sup>30</sup>.
- **1.7.34** For human rights cases, the CB shall suspend the active license and certificate if the case is not remediated<sup>31</sup> and there is a potentially severe issue while the Severity Test (using the Rainforest Alliance Severity Test, see AR4.4 Severity Test) is performed.
- **1.7.35** While the CH's certificate is suspended, the CH may not sell or ship its products with a Rainforest Alliance Certified claim, starting immediately upon communication of the suspension decision to the CH.
- 1.7.36 Once the CB has verified that the underlying reasons for the suspension have been satisfactorily addressed, the CB lifts the suspension of the certificate, and on behalf of the Rainforest Alliance lifts the suspension in the RA traceability platform. In the event that that upon verification by the CB the underlying reasons for the suspension have not been satisfactorily addressed, the CB shall immediately issue a cancellation following the conditions described above.
- 1.7.37 If a CH fails to resolve any NC satisfactorily within the agreed timeframe, the CB shall take a non-certification decision, rather than issuing a suspension.

• Nonconformities found during a certification audit, a surveillance audit or surprise audit that might potentially cause a credibility issue for the Rainforest Alliance and/or the CB and requires further investigation to identify whether the CH shall receive cancellation and/or non-certification.

<sup>&</sup>lt;sup>30</sup> Examples include:

Failure of the organization to meet financial obligations to the CB or Rainforest Alliance or other administrative issues.

<sup>&</sup>lt;sup>31</sup> "Not remediated" means that the <u>remediation</u> is either not taking place, not meeting the time milestones in the <u>Remediation</u> Protocol in Annex Chapter 5: Social and/or is not being implemented in a manner consistent with the Protocol.



#### Cease of sales (selloff period rules) in case of cancellation, non-certification, or suspension

- **1.7.38** Upon cancellation or non-certification, CHs shall immediately:
  - a. Cease to sell or ship product with a Rainforest Alliance certified claim.
  - b. Remove all uses of names, initials, logos, certification marks or other trademarks of the Rainforest Alliance from its products (or, where removal is not possible, recall any such products), documents, advertising and/or marketing materials, physical or electronic promotion material or media, in brochures or on webpages, signs or other documentation and business-to business communications.
- 1.7.39 Upon suspension, CHs shall immediately cease to sell or ship product with a Rainforest Alliance certified claim until the suspension is lifted.
- 1.7.40 In case of farm CHs dealing with perishable products<sup>32</sup>, the CB or the Rainforest Alliance may allow the suspension to become effective up to 7 days after the suspension decision. Suspensions of farms dealing with fresh products (mostly fruits & flowers) to become effective seven calendar days after the certification decision is taken. Rainforest Alliance has the right to deny this option in case of violations that, in its sole opinion, may jeopardize the reputation of the certification program.
- 1.7.41 Upon cancellation, non-certification or suspension CH may be authorized to make transactions in the Rainforest Alliance traceability platform for product that was verifiably sold and shipped prior to the date the cancellation, non-certification or suspension was communicated to the CH, if the CH complies with the following requirements:
  - a. The cancellation, non-certification or suspension is not a consequence of a NC related to loss of traceability of the product, use of banned inputs that cannot be traced back to the source, deforestation and encroachment into protected areas.
  - b. The CH shall request permission from their CB to make the transaction of the product that was sold and shipped before the suspension or cancellation date.
  - c. The CH shall provide their CB with documentation (i.e. bill of lading and invoice) that proves the purchase and shipment took place before the suspension or cancellation date. Because contracts are often for long terms or multiple years, transactions will not be authorized based solely upon purchase contracts. Proof of shipment is required.
  - d. In case of perishable products, the CH may be authorized by the Rainforest Alliance to sell and ship products as certified during a suspension (not cancellation or non-certification) for up to 4 weeks, under the condition that the CH complies with points a, b and c above. The CB must inform RA when this additional time is granted to a CH. Rainforest Alliance reserves the right to deny the CH this additional time or to shorten it.

<sup>32</sup> Those can be fruits and flowers and in some cases vegetables. We consider a crop perishable if it shall be shipped within a few days after harvesting.



- 1.7.42 In case the CH appeals the cancellation, non-certification or suspension decision, the CH shall not sell or ship product with a Rainforest Alliance certified claim during the entire appeals duration.
- 1.7.43 Upon cancellation, non-certification or suspension, the CB shall proactively check the CH's website within 3 weeks since the effective date of the decision to ensure that the CH stopped making RA-certified claim.
  - a. In case the CB finds out that the CH is still making incorrect claims of its certification status, the CB shall inform RA immediately so that RA can take further actions if necessary.
- **1.7.44** The Rainforest Alliance reserves the right to deny such requests, if the Rainforest Alliance, in its sole discretion, determines that denial is necessary or helpful to safeguard the credibility of the program.

# 1.8 CERTIFICATE TRANSFERS FROM ONE CB TO ANOTHER

- 1.8.1 Certificates may only be transferred from one CB to another for a new certification cycle (therefore they can only be transferred once every 3 years).
- 1.8.2 The Rainforest Alliance has the right to intervene in any certificate transfer process, including suspending or terminating the process and reversing any existing transfers within 2 weeks, if the Rainforest Alliance concludes that transfers may jeopardize the integrity of assurance and certification processes and their outcomes.
- **1.8.3** Certificates shall only be transferred to CBs approved for the scope of the CH. Certificates cannot be transferred to CBs with suspended or cancelled scopes, or CBs that applied for scopes that have not been approved.
- **1.8.4** Transfers or certification applications to a new CB shall not be accepted for CHs that:
  - a. Have received a non-certification and/or have had their certification cancelled within the past certification cycle year
  - b. Have requested more than one transfer in the past year
  - c. Are seeking an extension of scope
  - d. Have their certification suspended or
  - e. Have a follow-up or investigation audit in process
- 1.8.5 Certificate transfer requests shall be made in the RACP by the CH requesting a transfer.
- 1.8.6 Upon transfer request, the CH agrees that the Rainforest Alliance share with the new CB any relevant information on previous audits.



- 1.8.7 The current CB shall acknowledge receipt of the transfer request sent by the organization and notify the new CB within 1 week of the request. The current CB shall indicate to the CH if there are any pending financial obligations that must be settled before the transfer can take place. If there are no pending financial obligations, then the new CB can accept the request and is free to contact the CH to begin the application and certification process.
- 1.8.8 The new CB shall review the CH's profile in advance of the transfer and before accepting the transfer request. This review shall include:
  - a. Confirmation that the certificate is in force and valid for the scope described
  - b. Identification of the reason for the transfer
  - c. Confirmation that the certification scope corresponds to the scope of the new CB
  - d. Confirmation that any complaint submitted has been resolved
  - e. Review of the CH's audit history
  - f. Confirmation of the current stage of the audit cycle
- **1.8.9** The new CB may request that the previous CB provide audit reports, checklists, Risk Assessment data, Geolocation Data, Group Member Registry, pending NCs, and evidence sent by the CH to close open NCs and similar documents. The previous CB shall provide these documents subject to written approval of the CH that is making the transfer.
- **1.8.10** If a CB has its authorization or scope cancelled, the CH will be allowed to transfer to another CB authorized for the respective scope. If there are no authorized CBs for the respective scope, the Rainforest Alliance will assign a CB until the next certification audit, after which the CH will be allowed to choose any other CB.
- **1.8.11** In the event of disagreement between two CBs involved in certificate transfer of a CH, the Rainforest Alliance will analyze the case and make a final decision.

### 1.9 INCENTIVES

Under the conditions specified in this section, supply chain CHs may request the Rainforest Alliance to lower their verification level or receive a remote verification audit.

### Conditions for CHs with no farming in scope

1.9.1 In some cases, additional compliance documentation may be provided by the CH in the RACP, against the mandatory requirements which may be considered as possible mitigating factors for the Rainforest Alliance to decrease verification level of a specific site.



### Conditions for CHs with farming in scope

- 1.9.2 Farm CHs may request to be receive the third audit of a certification cycle (second surveillance audit) as a remote surveillance audit. In order to qualify, the CH shall have at least but not limited to:
  - a. Access to stable internet connection and remote conference software to conduct opening and closing meeting as well as interviews with personnel, group members/workers and stakeholders and screen sharing of confidential records.
  - b. No history of non-certification or cancellation in the previous 5 years.
  - c. No high risk identified in the CB risk assessment or any Rainforest Alliance risk map.
  - d. No NC on data quality of the geolocation data in any of the previous two audits.
  - e. No NCs issued in any of the previous two audits on any of below mentioned topics:
    - i. Loss of physical traceability
    - ii. Any Assess-and-Address topics
    - iii. Internal inspections
    - iv. Self-assessment
    - v. Deforestation and encroachment
- **1.9.3** For groups, the following conditions also apply:
  - a. 100% of internal inspections digitized
  - b. 100% of all group members mapped with polygons
- **1.9.4** A remote surveillance audit shall be requested through the Rainforest Alliance by the CH.
- **1.9.5** Both the Rainforest and the CB reserve the right to deny such a request.

# 1.10 RIGHTS RESERVED BY THE RAINFOREST ALLIANCE

- **1.10.1** The Rainforest Alliance reserves the right to issue and amend the content and requirements stated in these Rainforest Alliance assurance documents or any other certification related policies or rules.
- **1.10.2** The Rainforest Alliance reserves the right to have the final say regarding the interpretation of the content and requirements stated in the Rainforest Alliance assurance documents.



- **1.10.3** The Rainforest Alliance reserves the right to visit any CH and verify compliance with any of the requirements in the Rainforest Alliance certification program, for any reason deemed necessary by the Rainforest Alliance.
- **1.10.4** The Rainforest Alliance reserves the right to perform residue analysis to verify compliance of any CH with the Rainforest Alliance Sustainable Agriculture Standard requirements on use of inputs.
- 1.10.5 The Rainforest Alliance reserves the right to prohibit any CH from entering/continuing in the Rainforest Alliance program if they have misused the Rainforest Alliance name or marks or in any way participated in fraudulent or unethical behavior in relation to the Rainforest Alliance program
- 1.10.6 The Rainforest Alliance reserves the right to conduct additional quality control assessments of audits conducted by CBs by:
  - a. Requesting further documentation
  - b. Requesting clarification or correction of the reported information by requesting a field visit or conducting a review audit, shadow audit, desk audit, or CB office audit
  - c. Cross-checking the information reported by the CB with external sources, particularly enabling mutual cross-check with other sustainability standard owners
- **1.10.7** The Rainforest Alliance reserves the right to use the reported audit information for performance monitoring, statistical analysis and research, and aggregated reporting.
- 1.10.8 The Rainforest Alliance reserves the right to make the following information publicly available:
  - a. Name or the CH
  - b. Country
  - c. Crop (e.g. coffee)
  - d. Type of CH
  - e. Geolocation of the CHs central location
  - f. Area, including certified area and total area
  - g. Rainforest Alliance ID
  - h. Certification status
  - i. Traceability level (e.g. mass balance)
  - j. Next audit date if available
  - k. Audit results including NCs at an aggregated/country level
  - I. Any other data point set forth in the applicable Rainforest Alliance License Agreement with the CH
- 1.10.9 The Rainforest Alliance reserves the right to ask CBs for further information based on audits reports.
- **1.10.10** The Rainforest Alliance reserves the right to inform the CB about misbehavior or NCs by a CH that is their client under the Rainforest Alliance certification program.



- **1.10.11** The Rainforest Alliance reserves the right to request that a CB conduct an unannounced audit of a CH and/or to provide advice on sample selection and/or scope of unannounced audits.
- **1.10.12** The Rainforest Alliance reserves the right to reduce the estimated volumes and/or certified area if they differ from averages known for the country or region where a valid justification for such variance is not provided.
- **1.10.13** The Rainforest Alliance reserves the right to not grant a license or allow certification in the event that Rainforest Alliance concludes that the CH does not comply with the applicable standard or process requirements, or that the audit was not conducted in line with these assurance rules.
- **1.10.14** The Rainforest Alliance reserves the right to grant exceptions to the requirements in the certification rules or requirements in the standards to CHs and/or CBs adversely affected by humanitarian crises, natural disasters or other exceptional circumstances.
- **1.10.15** The Rainforest Alliance reserves the right to sanction a CB if a CB violates the requirements of the certification rules or any assurance document.
- 1.10.16 The Rainforest Alliance reserves the right to make final decisions in grievances as per the Rainforest Alliance Grievance Procedure.
- 1.10.17 The Rainforest Alliance reserves the right to make the final decision on whether or not something is considered a product claim.
- 1.10.18 The Rainforest Alliance reserves the right to allocate audit to particular CBs for CHs based on risk.
- **1.10.19** The Rainforest Alliance reserves the right to conduct audits on CHs that have received an endorsement certificate. The goal of such audits is to verify that the CH meets the requirements to be exempt from certification and that they comply with the applicable requirements from the standard.
- 1.10.20 If such an audit reveals the CH does not comply with the applicable Requirements or does not meet the conditions for exemption from a certification audit, the Rainforest Alliance reserves the right to charge the costs of the audit to the CH and deactivate an endorsement certificate. In this case the CH shall immediately inform all of its clients who purchase Rainforest Alliance products from them or subcontract activities on Rainforest Alliance Certified product from them.
- **1.10.21** Regardless of the certification decision, a public summary of the audit is automatically linked to the Rainforest Alliance website, and the CB shall therefore respect data privacy rules such as GDPR (General Data Protection Regulation).
- **1.10.22** The list of certified farms, groups and Chain of Custody CHs along with newly issued and cancelled certificates are published in the Rainforest Alliance website monthly.



### 1.11 FORCE MAJEURE

- 1.11.1 It can occur that due to exceptional circumstances that are not in the power of the CH or the CB, the CH and/or the CB is not capable of complying with the requirements in this document. Those exceptional circumstances can be humanitarian crises, natural disasters or other exceptional circumstances.
- 1.11.2 If such circumstances occur and they hinder the conformity of the CB or a CH with the requirements in this document, the CB shall request an exception with cbcert@ra.org.

# 1.12 GRIEVANCE PROCEDURE

- **1.12.1** Any grievance concerning the Rainforest Alliance shall be handled according to the **Rainforest Alliance Grievance Procedure**, available on the Rainforest Alliance website.
- 1.12.2 CHs have the right to appeal a decision taken by the Rainforest Alliance or the CB. This does not include certification decisions for investigation audits carried out directly by Rainforest Alliance. In the event that it concerns a decision taken by the CB, the CH shall first submit a grievance through the grievance procedure of the CB. If that does not resolve the grievance, the CH may submit a grievance through the Rainforest Alliance Grievance Procedure. The CH agrees that it shall only resort to legal remedies such as a lawsuit, injunction, request for declaratory relief or other claim or legal action against the Rainforest Alliance after it has fully exhausted its administrative remedies in accordance with the CB grievance or appeal process and the Rainforest Alliance Grievance Procedure.
- 1.12.3 CHs acknowledge and agree that its participation in the certification program is on a voluntary basis. For that reason, each CH agrees that it will utilize the Rainforest Alliance Grievance Procedure to challenge any decision regarding its certificate or address any disagreements the CH may have with a CB or with Rainforest Alliance, in the event that a grievance was not resolved through the CB grievance procedure. In the event that a CH attempts to undermine the Rainforest Alliance Grievance Procedure through litigation, the CH agrees that the CB's or Rainforest Alliance's decision regarding the certificate shall (i) remain in force until the final resolution of the Grievance Procedure or (ii) be taken at Rainforest Alliance's discretion at any time during the Grievance Procedure or during such litigation at Rainforest Alliance's discretion. The CB or Rainforest Alliance's certification decision shall remain in place until the final resolution of any challenge and/or exhaustion of all available appeals.



# **ANNEX CR1: GEODATA AND RISK MAPS**

#### Applicable to farm audits

This annex explains the rules that apply for providing and verifying geodata in the certification process of farm CHs.

#### Geodata collection

- 1.12.4 The CH shall provide geodata at the latest 4 weeks before the audit:
  - a. A mix of points and polygons, as per the standard requirements, shall be provided. For large farms (part of a group) and individual farm certification, polygons shall be always provided at this step. This geodata will be used to conduct the **geodata risk** assessment for data quality, deforestation and encroachment into protected areas which will be used by the CB during the audit. If required, the CH can update their geolocation data in the time between the registration and up to 4 weeks before the first day of the audit.

For more information on the requirements on geodata and the process refer to Annex Chapter 1: Management and Guidance D: Geolocation Data Requirements and Risk Maps.

#### Geodata risk assessment: quality of geodata, deforestation and encroachment into protected areas

To provide support in detecting recent conversion of natural ecosystems in internal inspections and addressing it in management plans, Rainforest Alliance's geodata risk assessment will give an overview of whether there is remote sensing based evidence on deforestation of a certain farm unit for which geodata has been provided. The risk maps are made by overlaying geospatial location data, a baseline layer indicating forests present in 2014 and evidence of tree cover loss since the same cut-off year. The result will be a risk indication of farms that have deforested since 2014 and farms that could deforest in the future due to their current geolocation data. Likewise, the Rainforest Alliance will elaborate maps for monitoring the risk of encroachment into protected areas by overlaying the geolocation of the farms with maps of Protected Areas.

During the time before the audit, the Rainforest Alliance will constantly validate the geodata quality when it is uploaded in the RACP and provide (immediate) feedback on the data quality and location of the geodata. Every time (updated) data is uploaded in the RACP this process will be repeated.

Every time the geodata is updated by the CH, so will be the risk maps (deforestation and protected areas) provided by the Rainforest Alliance. The CH will have access to the Rainforest Alliance geodata risk assessment results in the RACP and so will the CB after the contract is signed and indicated in the RACP as per the certification process explained in this document.

The Rainforest Alliance recommends providing the geodata as early as possible, so there is enough time to take appropriate actions based on the results of the geodata risk validations and geodata risk assessment results.



#### **Verification of risks**

As mentioned above, before creating the risks maps, RACP will validate the geodata provided by the member. As a result of this process, the Rainforest Alliance will identify mistakes with the geodata and request the CH to correct them before proceeding with the risks assessment (more detailed information available in Guidance D:Geolocation Data Requirements and Risk Maps). The issues will be shared with the CH via a geodata validation table. There are issues that the RACP will not be able to identify as incorrections that needs to be fixed by the CH and will thus require CB verification. The rainforest alliance assigns risk levels to farm units with the geodata risk assessment, but these always need to be verified in the field.

#### Deforestation and encroachment into protected areas

This section explains the rules that apply for use of the RA geodata risk maps for deforestation and Protected Areas internally by the CH, as well as by the CB.

# Internal verification by CH management

Topic from the standard	Rules	
Conversion of	1.12.5	Points:
natural forest and natural ecosystems (6.1.1)	i.	Group members with farms identified as <b>high risk</b> should be excluded from the group <b>OR</b> the CH should visit all high-risk farms and gather evidence showing that conversion of natural ecosystems (deforestation) did not happen inside the farm boundaries as indicated. If conversion occurred, the group member should be excluded from the group.
	ii.	Group members with farms identified as <b>medium risk</b> in the risk map should be visited by the CH to assess whether conversion of natural ecosystems happened inside the farm boundaries as indicated. If conversion occurred, the group member should be excluded from the group.
	iii.	Group members with farms in which deforestation occurred should be excluded from the group.
	1.12.6	Polygons:
	i.	Group members with farms identified as <b>high risk</b> in the risk map should either be excluded from the group or evidence should be provided that no conversion has happened within the farm boundaries
	ii.	Large farms part of the group identified as <b>high risk</b> should be excluded from the group unless evidence is provided that no conversion has happened within the farm boundaries. If the member converted area <b>is less than 1% of the farm area or 10 ha (whichever is smaller)</b> and the CH wants to apply <b>minor conversion</b> (minor



Topic from the standard	Rules	
		noncompliance), the member should submit a restoration/compensation plan in collaboration with an ecologist. This should be reviewed by the CB.
	iii.	Individual CHs identified as <b>high risk</b> should not proceed with certification unless evidence can be provided that no conversion has happened within the farm boundaries. If the converted area <b>is less than 1% of the farm area or 10 ha (whichever is smaller)</b> and the CH wants to apply <b>minor conversion</b> (minor non-compliance), the member shall submit a restoration/compensation plan that shall be developed in collaboration with an ecologist. This must be reviewed by the CB.
	iv.	Group members with farms in which deforestation occurred should be excluded from the group.
Production and	1.12.7	Points:
processing in protected areas	i.	Group members with farms with production inside 'No-go' PA should be excluded from the group.
and designated buffer zones (6.1.2)	ii.	Group members with farms with production inside 'Go' PA who don't comply with applicable law should be excluded from the group.
(0.1.2)	iii.	Group members with farms identified as <b>high risk</b> should be excluded from the group <b>OR</b> the CH should visit all those farms and gather evidence showing that production didn't occur inside the ' <b>No-go' PA</b> .
	iv.	Group members with farms identified <b>as medium risk should</b> be visited by the group to assess whether production happened inside the PA and whether it complies with the <i>applicable law</i> .
	1.12.8	Polygons:
	i.	Group members with farms with production inside 'No-go' PA should be excluded from the group.
	ii.	Group members with farms with production inside 'Go' PA that don't comply with applicable law for these areas as defined by the relevant authorities should be excluded from the group.
	iii.	Individual farms where conversion is carried out in a place and manner that violates requirement on <b>Production</b> and processing in <b>Protected areas and designated buffer zones</b> of the standard or applicable law should not be certified.

Table CR 12. Use of Geodata in Internal Verification by Organization Management



Nonconformities with requirements on conversion of natural forest and natural ecosystems and production and processing in protected areas and designated buffer zones

Topic and standard requirement number	Rules	
	Group of farms	Large farms
Conversion of natural forest and natural ecosystems	<ul> <li>1.12.9 If non-compliant small farms (after extrapolation from audited sample to whole group based on risk assessment) represent:  1. More than 1% and up to 5% of the group members (for mixed groups the combination of large and small group members), they shall be excluded from the group.  2: The percentage is up to 1%; the group could decide to keep those farms.  In both cases, the group shall implement the below measures to solve the NC and avoid further conversion:  a. Establishment of a sanctioning system for group members to prevent further deforestation.</li> <li>b. Implementation of awareness raising measures or training.</li> <li>c. Development and implementation of an agroforestry plan to mitigate any loss of prior conservation values with the goal of reaching the Rainforest Alliance reference parameters for optimal shade (see glossary) on an area of at least three times the converted area within the timeframe of the second improvement level (6 years). This plan shall be included in the group management plan.</li> <li>d. 3-year plan to collect polygons of farms units of producers with medium and high risk of deforestation.</li> </ul>	<ul> <li>1.12.13 If the two points below are true, the CH shall submit a restoration/compensation plan in collaboration with an ecologist. (This must be reviewed by the CB) in order to maintain the farms in the certification: <ol> <li>Evidence of conversion was found and confirmed by the CB during the audit.</li> <li>The converted area is less than 1% of the farm area or 10 ha (whichever is smaller). If an area larger than 1% of the total certificate area or 10 ha (whichever is smaller) is converted, the CH shall not be certified.</li> </ol> </li> <li>1.12.14 In all cases, the CH can provide evidence showing that deforestation didn't take place inside the farm boundaries.</li> </ul>



Topic and standard requirement number	Rules	
	1.12.10 If the group is a mix of smallholders and large farms, the group shall implement the above and, for the larger farms it shall implement the following:	
	a. Large farms shall be excluded from the group where the converted area is larger than 1% of the farm area or 10 ha.	
	b. Large farms, where the converted area is less than 1% of the farm area or 10 ha, the CH shall develop a restoration/compensation plan in collaboration with an ecologist to close the NC and keep the group member; however, the NC does count towards the percentage of noncompliant members (see above).	
	1.12.11 If the amount of non-compliant (large and small) farms comprise more than 5% or at least 10 ha or 5 audited group members of the group, the group shall not be certified.	
	1.12.12 In all cases farms that are categorized as high risk but which the CH would like to keep in the certification program, the CH must provide evidence showing that deforestation did not take place inside the farm boundaries, as explained in the previous section internal verification by CH management.	



Topic and standard requirement number	Rules	
Production and processing in protected areas and designated areas	<ul> <li>1.12.15 Non-compliant group members shall be excluded from the group if:</li> <li>a. Group members with farms with production inside 'Go' PA that don't comply with applicable law and/or management plans for these areas.</li> <li>b. Group members with farms with production inside 'No-go' PA.</li> <li>1.12.16 Groups with more than 5% of group members with a NC with the requirement on Production and processing in Protected areas and designated areas (6.1.2) shall not be certified.</li> <li>1.12.17 In all cases, the CH may provide evidence showing that production did not occur in violation with the requirement on Production and processing in Protected areas and designated areas (6.1.2).</li> </ul>	<ul> <li>If conversion takes place in a place and manner that violates criterion the requirement on Production and processing in Protected areas and designated areas (6.1.2) or applicable law, the farm shall not be certified.</li> <li>In all cases, the CH may provide evidence showing that production didn't happen in violation with the requirement on Production and processing in Protected areas and designated areas (6.1.2).</li> </ul>

Table CR 13. Nonconformities with Requirements on Conversion of Natural Forest and Natural Ecosystems and Production and Processing in Protected Areas and Designated Buffer Zones



# **CHAPTER 2: AUDITING RULES**

#### INTRODUCTION

## Objectives of the chapter

The main objectives of this chapter are:

- To establish requirements to be followed by Certification Bodies (CBs) in order to ensure that audits are conducted following a consistently structured process to obtain accurate information about the certificate holder (CH).
- To ensure that certification decisions are made based on a truthful, accurate and fair representation of the level of the implementation of the standard requirements at the CH.
- To provide a framework based on which the Rainforest Alliance can carry out a standardized process to evaluate and monitor the performance of authorized Certification Bodies.

# 2.1 GENERAL REQUIREMENTS

#### Applicable to farm and supply chain audits

- 2.1.1 In each audit, the CB audit team shall respect and effectively implement the principles, practices and guidelines in the latest version of ISO19011.
- 2.1.2 The CB shall perform audits according to the types of audits and audit notification as defined in this document.
- **2.1.3** The CB shall ensure that the audit process, i.e. planning, execution, reporting:
  - a. Covers all applicable requirements at each location audited by the CB audit team.
  - b. Considers all types of workers: onsite, off-site including full-time, part-time, seasonal and home-based, regardless if they are local or migrant, legal or illegal, contracted directly by the CH or provided by subcontractors or service providers or labor providers.
  - c. Considers all activities performed by the CH within the certification scope and their associated risks.
- **2.1.4** An auditor shall not exceed 8 hours of total audit time, including auditing different shifts, in a day.



- a. This audit time includes the time travelling between the farms/sites and excludes the time for the audit team to arrive at the audit site in the morning from her/his accommodation.
- b. This does not include the meal breaks and any other breaks.
- c. In justifiable cases, the audit time in a day may be more than 8 hours. In such cases, the audit team shall keep the time track in the CB's record keeping system and shall make available to the Rainforest Alliance upon request.
- 2.1.5 The CB shall keep records of working hours of each of its auditors and staff and ensure that overtime hours are compensated in a fair manner to its auditors and staff who are involved in the certification process.
  - a. Working hours of auditors and staff include not only auditing hours, but hours for other activities such as reporting, reviewing evidence of corrective actions and handling complaints/appeals.
- **2.1.6** The audit team shall use the latest available checklist, templates, binding documents and data provided by the Rainforest Alliance for preparing, executing and reporting the audit.
- 2.1.7 The CB shall record in its own system and in the RACP, the dates that each activity in the certification process began and finished, at least to the extent that the CB can demonstrate conformity to the timeline requirements in the Rainforest Alliance Assurance System.
  - a. There are different rules in this document that require the CB to make use of functionalities in the RACP. When such functionalities are not yet available, the CB shall still carry out the required actions and/or respect the timeline without using the RACP. For example, if it is required that the CB has the final audit plan 2 weeks prior to the first day of the audit to upload to RACP and the upload function is not available in RACP, the CB still ensures that the final audit plan is completed and record that in its own document management system.
- **2.1.8** The CB shall verify the complaints/investigations/nonconformities established against the CH by government agencies or any other stakeholders for any activities directly related to the certification scope.
- 2.1.9 The CB shall ensure to always allocate sufficient resources, including time, for its personnel to carry out the assigned tasks in the certification process. This includes time for the audit team to effectively perform auditing activities including but not limited to audit preparation, execution and/or reporting activities to collate all the evidence required to deliver an accurate audit report.



- **2.1.10** The CB shall always include the approximate time needed for different activities required in the certification process costs associated with risk scenarios when preparing the offer for the CH. These activities and estimated costs include but are not limited to:
  - a. Application review for acceptance
  - b. Audit preparation
  - c. Audit execution
  - d. Audit reporting considering time needed for reporting in RACP
  - e. Estimated costs for investigation audits in the CB's portfolio
  - f. Estimated costs for surprise audits in the CB's portfolio
  - g. Estimated cost for CHs who do not prepare well for certification which requires the CB to spend more time on document review, audit preparation and a sample bigger than minimally required in this document
  - h. Where applicable, estimated cost for high-risk CHs in its portfolio which may require longer audit duration
  - i. Any relevant contextual and high risks involved in certain geographical scope, such as regions/countries
  - j. Cost for stakeholder consultation, if applicable (see AR4.2 Stakeholder consultation)
  - k. Cost for off-site investigation, if applicable (see AR4.10 Off-site investigation)
- **2.1.11** The CB shall ensure that only personnel meeting the requirements in the RA Rules for Certification Bodies are authorized to carry out the assigned tasks in the audit and certification process and that such personnel are competent to identify evidence of nonconformities.
- **2.1.12** The CB audit team shall always during the audit observe the conflict on interest rule and refrain from consultancy work (see Annex AR8: Support permitted and not permitted during an audit).
- 2.1.13 The CB shall ensure that its personnel who are involved in the certification process of a CH do not perform any consultancy activities for that CH during the period from 2 years prior to the first audit date to 2 years after the last audit date.
- 2.1.14 The CB shall effectively implement the requirements defined in the Annexes of this document for relevant auditing activities.
- **2.1.15** The CB shall identify and/or record all nonconformities found in any type of audit activities.
- **2.1.16** The CB audit team shall accept and review digital data and/or digital evidence provided by the CH, for example, from a Digital IMS, to verify (non)conformity of the CH with the applicable standard requirements.



**Note:** The CB and its audit team cannot insist on accepting only paper-based evidence of compliance, especially as more and more data are captured, stored and analyzed in digitalized format.

- **2.1.17** The CB shall ensure that the corrective actions taken by the CH after an audit are appropriately implemented among all the sites, farms, locations within the certification scope and not only the visited sites/farms/locations.
- 2.1.18 The CB shall always request approval from the Rainforest Alliance before taking actions that deviate from any rules in the Rainforest Alliance Assurance documents/system. Such exceptions requests shall be submitted to <a href="mailto:cbcert@ra.org">cbcert@ra.org</a> or as otherwise instructed by the Rainforest Alliance, at least 3 weeks prior to the intended implementation date.

**Note:** A shorter time for granting an exception may not allow a decision to be reached at the time the CB expects.

- **2.1.19** The CB audit teams can take actions that deviate from the rules without having prior approval <u>ONLY</u> when:
  - a. Such decisions are taken when they are onsite, and they have good justifications.
  - b. Such deviations will not jeopardize the credibility of the certification program.
  - c. The deviations are resulted from information/changes that were unknown to the audit team/CB prior to the audit.
  - d. In such cases, the CB audit team shall provide documented justification in the audit report.

## Additional requirements for Farm audits

**2.1.20** In case of group certification, the CB shall disclose names of farmers to be visited no earlier than one day prior to the visit at the selected farms.

**Note**: It is possible for the CB to announce the names of farmers to be visited the following afternoon on the morning of the previous day.

- **2.1.21** The audit team shall cover all the shifts in one audit.
  - a. The CB shall adapt its auditing activities to ensure the coverage of all key processes in all the shifts.
  - b. The audit team shall not audit both 2nd and 3rd shift in one audit day at the same location/site.

**Note:** If a location of a farm CH (e.g. a processing unit) requires much traveling time (e.g. more than 1.5 hours' drive) to revisit and requires less than an audit day while having more than one shifts to be audited, the CB may request the Rainforest Alliance for an exception to this rule during the audit preparation stage.



# 2.2 CERTIFICATION APPLICATION

#### Applicable to farm and supply chain audits

- **2.2.1** The CB shall develop and effectively implement a documented procedure for the certification application review process and for performing the activities prior to the audit to ensure that:
  - a. The process is completed in a timely manner as required in the Rainforest Alliance Assurance System.
  - b. The CB has received complete and accurate data before proceeding to the next step in the certification process.
  - c. The audit team will achieve the audit objectives with the given resources.
- **2.2.2** The CB shall review all the information obtained from the CH to ensure that:
  - a. The information about the CH and its pertinent systems is sufficient for planning and conducting the certification/audit activities.
  - b. The scope of certification and the applicant's activities are clearly defined.
  - c. The CB has the competence, capability and resources required to conduct the requested certification activities.
- 2.2.3 Once the CB approves the application and/or data from RACP that has been submitted by the CH, the CB shall ensure that the audit team has access to the approved version to prepare and execute the audit at least 4 weeks prior to the first date of the audit.

**Note:** The CH needs to provide the audit preparation data at least 4 weeks prior to the audit. The CB needs to have a process to provide such data to the audit team as soon as the data is available. When the data provided by the CH is not complete to allow audit preparation, the CB needs to postpone the audit (please see Section 1.4 Certification processThe CH updates/provides audit preparation or endorsement data).

2.2.4 After the audit, the CB shall update the data in the application form if changes and/or differences were identified during the audit.



# 2.3 AUDIT PLANNING AND PREPARATION

## Applicable to farm and supply chain audits

- **2.3.1** During the audit preparation, the CB shall verify the following, at least:
  - a. Formal establishment of the CH, as a cooperative or as another type of legal entity, including the actual address(es).

**Note:** Except for the single farm certification option, a CH of other certification options has to be a registered legal entity in that country.

- b. Registry of the sites/farms as in RACP.
- c. Organizational chart of the CH and roles and responsibilities of key persons, e.g. from the Management Capacity Assessment Tool.
- d. The product flow chart and map(s)/layout of locations and facilities of the CH.
- e. Applicable laws or CBA.
- f. For Farm Standard audit: Identify if a stakeholder consultation is needed (see AR4.2 Stakeholder consultation).
- 2.3.2 The CB shall ensure that prior to each audit, the CB makes available to the audit team the most up-to-date list of applicable laws and the country risk assessment (if applicable) for the geographical scope of that audit and any other relevant internal resources of the CB, such as results of CB audit risk assessment (if done by another person/team), templates and tools necessary to perform the audit. The audit team shall review and effectively use these resources to prepare, plan and execute the audit.
- 2.3.3 The audit team shall develop an audit plan for each audit using all the data available from the RACP, updated data received from the CH during the audit preparation process and data from other applicable sources such as stakeholder consultation and off-site investigation. The lead auditor shall be responsible for the quality and execution of the audit plan.
- 2.3.4 The audit team shall ensure that the plan clarifies roles and responsibilities of all members of its team as well as to clarify roles of key persons (see 2.3.14 below) from the CH who will need to provide access and/or facilitate different audit activities.
- 2.3.5 For each audit, the CB shall confirm the first date of the audit in RACP, or another mechanism designated by RA, at least 6 weeks prior to the audit. The Rainforest Alliance will use this first date to plan its (CB/CH) monitoring activities. Once the first audit date is confirmed, the CB shall not change the audit date.

**Note:** The first date of the audit should be agreed between the CB and the CH prior to the moment that the CH uploads all required audit preparation data in RACP. This means the CB and the CH should sign the certification agreement and set this date earlier than 6



- weeks prior to the planned audit dates. It is possible that the exact audit dates are defined later after the CB has received and analyzed data provided by the CH.
- 2.3.6 For each audit, the detailed and final audit plan shall be uploaded into the RACP at least 2 weeks prior to the first audit date. Once the final audit plan is uploaded in RACP, the CB shall not change the audit dates, the audit duration and composition of the selected audit team. The CB shall provide a justification for any changes to the audit plan once it has been uploaded.
- 2.3.7 The Rainforest Alliance reserves the rights not to accept changes of the first audit date or content of the uploaded audit plan, for example when the Rainforest Alliance has communicated to the CB a plan to evaluate performance of a specific audit team.
  - a. In case the CB failed to accommodate such a request, the Rainforest Alliance reserves the rights to request the CB to cover costs involved for the Rainforest Alliance to rearrange such an activity.
- **2.3.8** For certification and surveillance, follow-up audits, except desk-based follow-up audits, the CB shall ensure that the CH receives the audit plan, either through the RACP or by means of the CB, no later than 2 weeks prior to the first audit date.
- **2.3.9** For surprise and investigation audits, the CB shall ensure that:
  - a. Such an audit file is created in RACP and the detailed audit plan is uploaded into RACP no later than 2 weeks prior to the first audit date.
  - b. The CB shall not share any information with the CH concerning the coming visit nor the audit plan. However, when having valid justification, the CB may decide to inform the CH, in writing, of the visit with a maximum of 24 hours prior to the first day of the visit, without sharing the detailed audit plan.
- 2.3.10 The audit plan shall sufficiently describe the sequence of audit activities and fully cover the entire audit scope to ensure that the conformity of the CH and effectiveness of the management system are sufficiently verified as well as to allow the intended audience to understand who is doing what and when without disclosing details that may affect the results of the audit or the confidentiality of the involved persons.



- **2.3.11** The lead auditor shall ensure that the audit plan includes, at a minimum, the following elements:
  - a. Audit objectives
  - b. Audit criteria
  - c. Audit scope, including identification of the organizational and functional units or processes to be audited
  - d. Audit dates
  - e. Locations to be visited, e.g. factory, farms, site at intermediaries, subcontractors, service providers/labor providers
  - f. Planned audit duration at each location
  - g. Names, gender, roles and responsibilities of each audit team member, including interpreter, technical expert, observer
  - h. Name, address of the CH to be visited and contact details of the appointed person for facilitating the audit
  - i. Names and/or titles of key persons required to be present during the audit, including but not limited to:
    - i. Management representative
    - ii. HR/payroll staff
    - iii. Management of processing facilities
    - iv. Occupational Health and Safety
      Committee representative, if applicable
    - v. Workers representatives, if applicable
  - i. Approximate time and duration for each audit activities during each day of the audit
  - k. Where applicable, the expected number of farm visits and/or worker interviews with a disclaimer that these may change due to risks or information unknown to the CB prior to the audit but emerging during the audit
  - I. Statement of free of conflict of interest, commitment to confidentiality, non-bribery and/or anti-corruption policy, both generic and specific to this audit

vi. Assess-and-address committee representative

vii. Gender committee representative

viii. Grievance committee representative

ix. Any other committees<sup>33</sup>

<sup>&</sup>lt;sup>33</sup> One committee may address more than one of the topics listed above. Thus, representative(s) present from those committee(s) do not necessarily need to be different people.



- m. List of parties interested in participating in the audit process, their roles and for which activities they are allowed to participate; for example, participation of the RA staff as an observer, or participation of RA CB Monitoring auditors or the CB's accreditation body if relevant
- n. List of key documents or groups of documents that shall be readily available for the audit, including:
  - i. Wage related documents as stated in AR4.7 Auditing wages and living wage
  - ii. Labor provider information as per AR4.8 Auditing labor providers
- o. A summary profile of each of its audit team members including background and contact details
- p. Working languages during the audit and reporting language of the audit
- **2.3.12** The CB may decide to disclose to the CH fewer details than required in 2.3.11 if that allows better opportunities to achieve the audit objectives. In such a case, the CB shall provide justifications for the decision when uploading the implemented audit plan to RACP after the audit.

**Note:** Even when sharing with the CH fewer details than stated in 2.3.11, the CB still needs to make sure all applicable elements are covered in its planning process.

- **2.3.13** The audit plan shall not disclose the details of the sample, such as names, IDs, codes of the farms to be visited and/or detailed distribution of workers to be interviewed.
- **2.3.14** The CB shall record in its own system at least the following communications:
  - a. Communications between the audit team (lead auditor) and the CB regarding the audit preparation, audit plan(s), including changes.
  - b. Communications between the CB and the CH regarding the audit plan(s), including changes.
- 2.3.15 The CB shall develop and effectively implement a documented process to inform the CH of its rights to object any audit team member in any audit where the CH has valid justification for such objection, e.g. justified conflict of interest, and how the CB responds to such objection. The CB shall record relevant communication regarding this process, including objection from its CHs and the results of such objection.
- **2.3.16** The CB shall upload to RACP the implemented audit plan after the audit if there are changes to the plan confirmed in RACP, including justifications of such changes.



#### Additional requirements for farm audits

- 2.3.17 The CB shall have a mechanism to define and document the risks of nonconformity (herewith referred to as audit risk assessment) with the Rainforest Alliance standard for each audit.
- 2.3.18 The CB shall upload the audit risk assessment to RACP for each audit at least 2 weeks prior to the first date of the audit, together with the detailed audit plan.
- 2.3.19 The audit risk assessment performed by the CB for each audit shall consider at a minimum:
  - a. Social risk maps provided by the Rainforest Alliance, including the Rainforest Alliance Child Labor and Forced Labor Sector Risk Maps per country<sup>34</sup>, geodata risk assessment results (see Annex AR5: Using geodata and geodata risk maps in an audit, and Annex AR6: Auditing Deforestation and encroachment into protected areas) and any additional results of the RA risk assessment system where available
  - b. (In-depth) Risk assessments performed by the CH as per farm certification (Standard requirement 1.3.1, 1.6.3, 5.1.5)
  - c. Management plan by the CH
  - d. Quality of geodata (see Annex AR5: Using geodata and geodata risk maps in an audit), i.e. review the Rainforest Alliance risk maps for deforestation and encroachment into protected areas

**Note:** Please refer to geospatial guidance for detailed steps of how to use the risk maps.

- e. CB's Country Risk Assessment as per the RA Rules for Certification Bodies
- f. CB's Applicable Law Assessment, as per the RA Rules for Certification Bodies
- g. Generic risk of nonconformity, risk specific to the region, country context
- h. History of the CH from previous audit reports and/or other sources of information that the audit team knows of
- i. Complexity of activities within the certification scope
- j. Geographic location of the CH's sites and facilities
- k. Number and homogeneity/diversity of sites/farms

<sup>&</sup>lt;sup>34</sup> The risk maps have been created for several countries and for the moment for the following sectors: banana, cocoa, coffee and tea.



- I. Worker information (among others number and type of workers, presence of vulnerable groups, time in which more labor is present on farm)
- m. Processing and packing units
- n. Functioning of the management system (MS), based upon data provided by CH and previous audit reports
- o. Products traded and traceability levels
- p. Type of crops
- a. Internal and external complaints, if available
- r. Results/nonconformities/points for attention from the last audit(s)
- s. Risk from the CH's subcontractors/ intermediaries/ service providers and/or labor providers (see AR4.8 Auditing labor providers)
- t. Other audit preparation data submitted by the CH prior to the audit (see section 1.4 Certification process)
- u. Any lawsuits against the CH. As per Annex AR4: Auditing social topics, the CB shall perform a preliminary review of official publicly available information to verify whether there are any open/closed lawsuits, or any judicial or administrative proceedings against the CH who receives the audit related to violations of workers' rights and/ or human rights. In case those are present, the audit team shall follow up on the nature of the case and identifies if it is isolated or systemic and if it is a nonconformity against the Standard.
- v. Indicator data

**Note:** An open lawsuit, or any open judicial or administrative proceedings, is not per se a proof of nonconformity.



#### **2.3.20** The CB's audit risk assessment results shall be the basis for<sup>35</sup>:

- a. The selection and/or adjustment of the sample size/composition for different categories of samples, including but are not limited to:
  - Farms/farm sites and other actors, such as intermediaries, subcontractors, service providers/labor providers to be visited/interviewed
  - Workers to be interviewed
  - iii. Documents to be reviewed
  - iv. Processes/activities/locations to be visited/observed
- b. Determining the audit team composition
- c. Determining the audit duration

# 2.4 SAMPLING

Audit evidence collected in an audit is based on a sample of the information available. Therefore, determining representative samples with appropriate sizes prior to the audit and adjusting these samples during the audit following the risk-based audit principle are vital to achieve the audit objectives. This document refers to different types of samples, including for example, of farmers, of workers, of documents and with different sample size requirements. The risk different topics present may also affect the overall sample size of the audit.

#### Note:

- This section includes detailed requirements on sampling of farms, farm units, sites.
- Sampling for auditing shared responsibility in Annex AR1: Auditing shared responsibility.
- Requirements on sampling of documents for review at management system are included in Annex AR2: Minimum requirements for document sampling.

<sup>&</sup>lt;sup>35</sup> Additionally, please see Annex AR4: Auditing social topics regarding consequences in case of risky topics.



- Requirements on sampling of documents for review at management system are included in Annex AR2: Minimum requirements for document sampling.
- Requirements on sampling of workers for interviews and worker files for reviews are included in Annex AR3: Calculating the number of worker interviews and worker files.
- Additional sampling requirements for social topics are included in Annex AR4: Auditing social topics.
- How geodata may influence the sample composition is described in see Annex AR5: Using geodata and geodata risk maps in an audit, and Annex AR6: Auditing Deforestation and encroachment into protected areas.

## Applicable to farm and supply chain audits

- 2.4.1 The CB shall develop and effectively implement a documented procedure for sample determination based on the audit risk assessment conducted by the CB prior to the audit and results from the Rainforest Alliance risk assessment system, where applicable, and risks emerging during the audit.
- **2.4.2** For all sampling activities, the CB shall ensure the most representative sample possible, using stratified random sampling, to effectively review and verify evidence of (non)conformity of the CH.
- **2.4.3** For all the sampling calculations:
  - a. The CB shall round up the calculated number to the next whole number.
  - b. Unless otherwise specified in specific rules in this document, when the calculated number is smaller than 3, the CB shall include at least 3 or all such subjects<sup>36</sup> (farms, persons/workers, documents, transactions, etc.) in the audit sample when the population size is smaller than 3.

**Note:** This rule does not apply to a supply chain audit or a multi-farm audit, i.e. if the number of supply chain sites or farm in a multi-farm CH to be visited is smaller than 3, the CB is not required to adjust the number to be 3.

c. If there are contradictory requirements on sampling sizes that result in two different calculated sample sizes for the same sample, the audit team shall use the larger sample.

**Note**: In case of doubt, please consult the Rainforest Alliance.

<sup>&</sup>lt;sup>36</sup> Subjects in this context means the members of the population from which you are defining an audit sample.



- 2.4.4 Prior to the audit, where a CH is determined to be high risk by the CB and/or the Rainforest Alliance, the CB may decide to increase the sample size (farms, sites, documentations, interviews, etc.), and the CB may decide to visit all large member farms or all sites within the scope in one audit.
- 2.4.5 During the audit, the CB audit team may increase the sample sizes (farms, sites, documentations, interviews, etc.) as minimally required in this document when high risk(s) on relevant topic(s) have been identified by the audit team.
  - a. When such changes result from information known to the CB prior to the audit, the audit team will adjust its audit activities to accommodate the changes without increasing the audit costs to the CH. This may result in requesting an exception from the Rainforest Alliance and a deviation record is created.
  - b. When such changes result from information unknown to the CB prior to the audit, the audit team will add additional time to cover the increased sample(s) and the CH shall cover the additional costs involved, for auditing and reporting activities. In such cases the CH is required to fully cooperate with the CB and its audit team, otherwise the CB has the rights to terminate the audit and/or suspend the currently active license and/or de-/non-certify the CH.

**Note:** The additional time needed will depend on the magnitude of changes that were unknown to the audit team.

- **2.4.6** The CB shall keep records of all the sampling steps, including but not limited to, sample size with explanation and parameters used to determine the sample for the audit.
- 2.4.7 The audit team shall respect the applicable additional rules on sampling in the Annexes of this Chapter when (pre)defining different audit samples. Specifically:
  - a. Annex AR1: Auditing shared responsibility defines requirements for sampling Sustainability Differentials and Sustainability Investments.
  - b. Annex AR2: Minimum requirements for document sampling defines additional requirements for sampling documents.
  - c. Annex AR3: Calculating the number of worker interviews and worker files defines additional requirements for sampling worker interviews and worker files.
  - d. Annex AR4: Auditing social topics defines how risks of nonconformity with social topics will influence the audit samples.
  - e. See Annex AR5: Using geodata and geodata risk maps in an audit, and Annex AR6: Auditing Deforestation and encroachment into protected areas defines how geodata and risks of deforestation/production in/encroaching protected areas shall influence the audit samples.



#### Additional requirements for farm audits

- 2.4.8 The audit team shall visit a representative sample of human dwellings, e.g. homes and temporary houses, using a risk-based approach to make factual observations on conformity with requirements on social topics and requirements that have a possible impact on human health/safety, such as chemical storage, reuse of chemical containers, waste disposal, potable water, storage of chemical equipment and PPEs and/or risks of other applicable standard requirements.
- **2.4.9** For intermediaries and subcontractors<sup>37</sup> and service providers who do not have their own Rainforest Alliance certificate/endorsement, the following additional sampling requirements apply:
  - a. The CB shall analyze the risks associated with the scope of each intermediary, subcontractor, servicer provider and include them into the audit sample in accordance with the associated risk.
  - b. The CB shall ensure that each intermediary, each subcontractor and each service provider is audited at least once in a 3-year certification cycle. When a service provider is a labor provider, the CB shall follow requirements in AR4.8 Auditing labor providers of this document.
    - i. The CB shall use a risk-based approach to determine which actors(s) (i.e. intermediaries, subcontractors, service providers or labor providers) to be physically visited. If all the information required to verify and confirm their (non)conformity is available without a physical visit, the audit team can audit the actor from the CH location. However, for example, certain documents/workers or visual information (e.g. verification of housing provided to workers) are not available or cannot be verified from the CH location, the CB shall visit such an actor/entity.

**Note:** If a subcontractor handles/process certified product, it is expected that the audit team will visit the location on which such activities are carried out.

- ii. In case an actor is selected to be audited and is not available for an in-person interview, the audit team shall select another actor with similar profile/risks or decide to interview that actor using another alternative, such as via a remote audit.
- c. In subsequent audits, the CB shall revisit a representative sample of intermediaries and subcontractors and service providers to verify effectiveness of corrective actions raised during previous audits, internal and/or external, as applicable.
- **2.4.10** The CB audit team shall perform the witness audit of at least the square root of total number of internal inspectors or 8, whichever is smaller, to verify their competence and performance during a certification/surveillance audit.

<sup>&</sup>lt;sup>37</sup> Regarding the sampling of subcontractors of a supply chain CH, the CB follows the general supply chain sampling rules as a supply chain subcontractor is regarded as a site.



- a. In a witness audit, the CB audit team shall ensure that the internal inspector being witnessed has not seen how a CB auditor performed a farm audit/visit during the same audit (see further notes below).
- b. To select the persons to be witnessed, the CB audit team shall use a random stratified sampling, risk-based approach. For example, the persons with most/least experience, the person that did the most/least number of internal inspections, the persons that has received most/least training, etc.

#### Note:

- A witness audit in this context is understood as the process in which the CB audit team observe an internal inspector of the CH performing an internal inspection to evaluate the competence and performance of that person.
- The internal inspection process to be witnessed should be as close as possible to a real internal inspection that same person has performed before without being influenced by the CB audit team. A witness audit may not need to observe a full internal inspection. The CB audit team may focus on how key activities in an internal inspection are performed to evaluate the internal inspection process and the competence of the internal inspector.
- The audit team may request the internal inspector to perform (parts) of an internal inspector at a farm in the audit sample to evaluate how the process is implemented by the inspector and then further evaluate the implementation of standard requirements at the same farm. Letting an internal inspector to see how the CB auditor perform a farm visit would allow that person to copy the process. This does not serve the purpose to evaluate competence of the internal inspector.
- **2.4.11** For a **farm visit**, the following additional sampling requirements apply.
  - a. The CB shall audit all the processing units of a single farm CH (for other farm certification options, see 2.4.12 and 2.4.13).
  - b. Regardless of the certification option, the audit team shall audit a selected farm against all applicable requirements.
  - c. If a farm buys (non)certified products that are of the same crops to be certified, the CB shall verify requirements related to traceability and therefore the audit team shall sample purchase centers, interview involved persons and verify related documentations.
  - d. For a selected farm, regardless of the certification option, the number of farm units, including field numbers, sections, divisions, to be visited by the CB audit team shall be minimum square root of the total number of farm units.



- e. For all farm certification options, the CB shall develop and effectively implement a documented procedure for selecting the farm units for an external audit using a risk-based approach. The procedure shall consider at least:
  - i. Area of the holding
  - ii. Crop diversity
  - iii. Number of farm units managed by the single farm CH or the group members
  - iv. Nonconformities noticed in external audits and internal inspections/self-assessments
  - v. Utilization of workers (family and hired)
  - vi. Volumes delivered/sold to the CH
  - vii. Use of inputs
  - viii. Type of activities on the farm
  - ix. Location/proximity of the farms/farm units

- x. Existing natural ecosystem within the farm or abutting the land
- xi. Any complaints
- xii. Land use pattern before certification
- xiii. Deforestation risks
- xiv. Encroachment into protected area risks
- xv. Housing for workers
- xvi. Use of subcontractors/service providers/labor providers
- xvii. Seniority of the worker

f. The CB shall try to visit all the farm units of a farm in one certification cycle if the farm is revisited in the surveillance audits.

**Note:** The CB will give priority to visiting farm units with the highest risks, using the risk-based approach.

- g. The audit team shall document the farm unit ID/number that were visited and include this information in the audit report.
- h. In a surveillance audit, a representative sample of the farm units where an NC was noted shall be visited to verify the level of conformity and effectiveness of the management system in addressing the audit findings, regardless whether the findings were from internal or external visits.
- **2.4.12** For a **multi-farm audit**, the following additional sampling requirements apply:
  - a. If there are purchase/buying centers, the CB shall audit at least the 50% of the square root of purchase/buying centers or 3 of them, whichever is higher.
  - b. The CB shall ensure that each processing unit is audited at least once in a certification cycle.
  - c. The CB shall audit the main/central location, where the audit team has access to the MS documentation and MS staff, in every type of audit.



- d. The CB shall develop and effectively implement a procedure to choose the member farms under the multi farm CH in such a way that all the member farms receive an audit at least once in the certification cycle. In a certification or surveillance audit, the CB shall audit at least 33% of the number of farms of a multi-farm CH. The CB may decide to re-visit the farms or increase the sample size based on the performance in the previous audits and/or risks identified.
- e. The procedure shall consider at least the parameters set out in 2.4.11 in this document, including parameters to select farm units.
- f. If the previous audit found NCs, the CB shall verify the effectiveness of corrective actions to address the NCs:
  - i. At farms where the NCs were found
  - ii. At minimum one additional farm where the NCs were not found; the verification at the additional farm(s) can be limited to the detected NCs
- g. When one farm within the multi-farm certification scope does not maintain conformity or does not effectively close out the NC(s) found, all farms as included in the scope of the certification are subject to suspension of the certificate and/or sanctions as applicable depending on the nature of the NC(s).

#### **2.4.13** For a **group certification audit**, the following additional requirements apply:

- a. If there are purchase/buying centers, the CB shall audit at least the 50% of the square root of the purchase/buying centers, or 3 of them, whichever is higher.
- b. The CB shall audit at least the square root of processing units.
- c. The CB shall audit the main/central location, where the audit team has access to the MS documentation and MS staff, in every type of audit.
- d. The CB shall develop and effectively implement a documented procedure for selecting the member farms and the farm units of group members to include in the audit sample, using a risk-based approach.
- e. The procedure shall consider at least the parameters set out in 2.4.11 in this document, including parameters to select farm units.
- f. Based on the CB audit risk assessment, the number of the small farms to be visited/audited shall be determined prior to the audit, in the planning stage. The number of small farms to be audited/visited, shall not be smaller than the default minimum number (see below).
- g. The default minimum number (DMN) of small farms to be visited is square root of the total number of member farms excluding the large farms.
- h. The CB shall ensure the most representative sample of members farms to be visited among different villages/sections/regions/internal inspection regions/sub-groups, etc.



- i. The CB may at the most increase the sample size up to two times the DMN, if CB finds any issues that may affect the credibility of certification. The CB shall document justifications for any adjustment of the DMN for each audit.
- j. The CB shall visit/audit at least 40% of the large farms every year, and the CB shall ensure that each of the large farms is audited at least once in a certification cycle. In case the risks are assessed to be high, the CB may decide to increase the sample size for large farms and may visit all large farms within the scope in one audit.
- k. The maximum number of small farms that shall be audited per day by one auditor shall not exceed six. For large farms, it shall be maximum three farms per day per auditor. If the CB decides to increase the number of member farms per day, it shall contact the Rainforest Alliance to obtain an exemption prior to implementing and shall document justification for such adjustment.

**Note:** The Rainforest Alliance expect the number of farms to be visited by an auditor is much less than these maximum numbers, especially when member farms also have facilities, other crops, post-harvest/processing activities on the farm.

- **2.4.14** The CB shall follow the below additional sampling requirements for onsite follow up audits (see section 2.15):
  - a. If, during the previous audit, only the group Management System (MS) did not meet the requirements, the follow-up audit shall only apply to the MS. The elements to be covered in the follow-up audit can be limited to the nonconformities found. The audit team may expand the scope if new information has emerged or new risk has been identified during the follow-up audit.
  - b. If, during the previous audit, nonconformities were only found among the member farms, the size of the sample shall be twice the number of farms that did not meet the requirements, up to a maximum number equal to the required sample size in the previous audit. The farms that did not comply shall be part of the sample.
  - c. If, during a previous audit, both the group management and the member farms had nonconformities with the requirements, both shall be audited. To determine farm sample size, the rules established a. and b. above shall be followed.
- **2.4.15** When uploading the draft audit report, the CB shall upload the planned and implemented samples into RACP together with justification for any changes and/or deviations.



## Additional requirements for supply chain audits

- **2.4.16** For a multi-site SC audit, the following additional sampling requirements apply:
  - a. The CB shall audit the main/central location in every type of audit.
  - b. The sample of sites to be audited shall be equal to the square root of the total number of sites in the certificate. The sites shall be selected in such a way that represents the risk categories according to the completed SCRAs for each site. The sample selection will be made only from those sites that fall into categories B through E. Sites which fall into category A will not be part of the sample. For example, if a CH has 9 sites (3 B, 3 C, 3 D), one site from each of these three categories shall be audited for the sample, totaling three site visits. In case the square root of number of sites is smaller than five, the CB does not need to increase of number of site visits to five.
  - c. When selecting sites for audit, the following factors shall be considered:
    - i. Geographic distribution
    - ii. Activities and/or products produced
    - iii. Size and complexity of participating sites
    - iv. Areas of improvement of the management system identified by internal reports or external audits
    - v. New sites, products or processes
    - vi. Risk level of the sites
  - d. If the previous audit found NCs, the CB shall verify the effectiveness of corrective actions to address the NCs:
    - i. At sites where the NCs were found
    - ii. At minimum one additional site where the NCs were not found. The verification at the additional site(s) can be restricted to the detected NCs.

Note: The CB may decide to verify effectiveness of the corrective actions at the additional (site) by performed a remote audit.

2.4.17 In case it is concluded by the CB and/or the Rainforest Alliance that the CH is high risk, the CB may decide to increase the sample size and may visit all sites within the scope in one audit.



# 2.5 AUDIT DURATION

## Applicable only to farm audits, excluding transition audits

Based on the data shared by the CH and the Rainforest Alliance's risk assessment system, where available, the minimum audit duration (MAD) will be estimated using the below formula, which will serve as the basis for CBs to determine the actual audit duration.

The CB is expected to increase the audit duration using the outcome of its audit risk assessment process to ensure that the audit team has sufficient time to properly verify conformity of the CH.

Audit duration can also be increased based on emerging risks resulted from information that was not known to the CB audit team prior to the audit (see also 2.4.5 of this document)

- **2.5.1** In calculating the estimated Minimum Audit Duration (MAD), the CB shall follow the following guidelines:
- 2.5.2 The CB shall develop and implement a documented procedure to assess the proximity between the farms of the CH and the ease of travel between one farm and another; this is called the group proximity factor (GPF). To do so, the CB shall also use its knowledge of the local context to consider the topography of the place, transportation means, quality of roads, seasons and weather conditions in determining the GPF. The CB audit team shall determine the most realistic GPF and shall not use this to reduce the audit duration.

Note: Group proximity factor (GPF) is determined by the CB prior to audit using the GPS coordinates of group farms

2.5.3 The CB shall follow the below guidelines in determining the GPF and the guidelines in Annex AR5: Using geodata and geodata risk maps in an audit:

Proximity assessment by CB	GPF value
Group farms are in very close proximity and it is easy to visit 6 farms per auditor within 8 hours, including time for traveling between 6 farms in any 2 selected villages/sections/regions/internal inspection regions/sub-groups, etc.	
Group farms are in reachable distances and it is reasonable to visit up to 5 farms within 8 hours, including time for traveling between 5 farms in any 2 selected villages/sections/regions/internal inspection regions/sub-groups, etc.	
Group farms are <i>distant</i> from each other and it is reasonable to visit up to 4 farms within 8 hours, including time for traveling between 4 farms in any 2 selected villages/sections/regions/internal inspection regions/sub-groups, etc.	1.2
Group farms are <i>quite distant</i> from each other and it is reasonable to visit up to 3 farms within 8 hours, including time for traveling between 3 farms in any 2 selected villages/sections/regions/internal inspection regions/sub-groups, etc.	

Table AR1: Determining Group Proximity Factor

## **2.5.4** Risk factor (RF):



Risk category of the CH	RF value
CH in the highest risk category	1.2
CH in the high-risk category	1.15
CH in the medium-risk category	1.1
CH in the low-risk category	1.0
CH in the very low-risk category	0.9

Table AR2: Determining Risk Factor

**Note:** The risk category is determined for each audit at a CH using the data provided by the CH. This will be the results from combining outcome of the Rainforest Alliance risk assessment system, if available, and the outcome of the CB audit risk assessment.

#### **2.5.5** Interview Duration Estimation (IDE):

- a. The CB has calculated the number of individual interviews (NII) and the number of group interviews (NGI) following the guidelines in Annex AR3: Calculating the number of worker interviews and worker files of this document.
- b. Minimum Duration for individual interviews (DI2) will be calculated as NII\*0.25 hour
- c. Minimum Duration for group interviews (DGI) will be calculated as NGI \*0.5 hour Minimum IDE (in hours) = DI2 + DGI

## **2.5.6** Farm sample size determination:

- a. Default farms sample size (DS2) = square root (number of small farms in group CH)
- b. Default large farm sample size (DLS) = number of large farms in a CH \* 0.40



- **2.5.7** Audit time at other farm sites:
  - a. At a processing unit<sup>38</sup>: at least 2 hours/unit
  - b. At a purchase/buying/collection center/location: at least 1.5 hours/center

#### Estimated minimum audit duration (MAD) is calculated as follows

MAD (single certification) = ((DS2/6)+(DLS/3)) \*RF\*GPF + IDE (in hours) + (number of processing unit to be audited \* 2 hours) + (number of purchase/buying centers to be audited \* 1.5 hours) + 1 day for Management System

#### Note:

- The formula in this section may be adjusted at the discretion of the Rainforest Alliance.
- Audit time at a processing unit is expected to increase significantly if there are complex processing activities at such a site.
- Audit time at a purchase/buying/collection center/location is expected to increase significantly if the center/location buys/handles large volumes and/or from a large number of small farms and/or both certified and non-certified volumes.
- For combined or integrated audits, the CB shall follow the requirements in Annex AR10: Combined and integrated audits.
- When an interpreter is used, the audit team needs to adjust the required audit duration accordingly. In determining the additional time when an interpreter(s) is needed, the audit team shall consider if interpreters are needed for which audit activities, i.e. at IMS only, both IMS and farms, both management, farmer and worker interviews, etc.
- "One day for Management System" is the minimum. Based on its evaluation, the CB needs to increase the duration to sufficiently verify conformity at the visited CH. For example, at a big tea factory or coffee processing facility, the number of days for auditing the management system is expected to be increased.
- Single certification is understood as the audit covers only the Rainforest Alliance 2020 Standard.

#### Applicable only to Supply Chain audits

**2.5.8** The audit duration at the central management facility shall be minimum of 2 hours to assess administration (procedures, processes, documentation).

<sup>&</sup>lt;sup>38</sup> A processing unit can be a coffee mill, a tea factory, a central cocoa warehouse, a packing house (banana, pineapple, flower, oil palm), etc.



- 2.5.9 In a multi-site audit, the CB shall ensure that a minimum audit duration of 2 hours for each site that handles certified product. The audit team ensures a minimum of 4 audit hours for a site that has both administration and handling of certified product.
- **2.5.10** If social topics are included in a supply chain audit scope, the CB ensures that rules affecting audit duration as laid out in Annex AR3: Calculating the number of worker interviews and worker files and Annex AR4: Auditing social topics are followed.

# 2.6 CERTIFICATION & SURVEILLANCE AUDIT

## Applicable to farm and supply chain audits

- **2.6.1** The CB shall develop and effectively implement a documented procedure which describes how it performs certification and surveillance audits.
- 2.6.2 The CB shall perform a full audit to evaluate the effectiveness of the CH management system (MS) and conformity with applicable requirements by collecting complete and accurate data to define objective and representative evidence.
- **2.6.3** At least, an audit shall effectively:
  - a. Obtain sufficient information to verify and confirm that the CH has correct scope, including reviewing and confirming accuracy of data provided by the CH and from RACP.
  - b. Verify the correct number and effective management of sites, farms, workers, including from intermediaries, subcontractors, service providers and labor providers involved in certification.
  - c. Evaluate the level of conformity of the CH regarding the applicable requirements of the Standard and its assurance system, with respect to the identification of key aspects, processes, objectives and functioning of the CH's management system.
  - d. Evaluate maturity and development of the documented management system, including but not limited to an effective functioning of the CH management system and how it translates requirements from the standard into positive impacts.
  - e. Identify and verify applicable statutory and regulatory requirements.
  - f. Evaluate the effectiveness of the CH grievance mechanism.



- g. Review results of any other external audits that include elements relevant to the scope of the RA audit. Examples include Health and Safety audit by a governmental organization, labor inspection by a local authority, a social audit, an audit for another sustainability scheme<sup>39</sup>.
- h. Evaluate any improvements and/or changes since the last audit, if applicable.
- **2.6.4** An audit shall include at least the following elements:
  - a. Opening meeting
  - b. Facility tour, if applicable
  - c. Verification of set-up and functioning of the documented management system, including but not limited to documented policies and procedures; record keeping; staff competence and commitment; understanding and implementation of statutory and legal requirements; conformity of (as applicable) intermediaries, subcontractors, service providers, labor providers; internal inspection and self-assessment; HR policies and practices: recruitment/contracting/payroll/wages/payment/working hours/promotion
  - d. Interviews with CH administrative staff, CH's management
  - e. Interviews with workers, worker's committees, worker representative(s), workers working for intermediaries, subcontractors, service providers and labor providers

- and other persons involved in certification, if applicable.
- f. Interviews with community members where appropriate/if applicable.
- g. Visits to selected farms/farm units and their ecosystems, infrastructures such as storages, showers for sprayers, etc.
- h. Visits to other farm locations including but not limited to processing units, purchasing centers, nurseries, worker houses, and interviews with workers/MS staff at such locations where applicable
- i. Triangulation of information at the MS before the closing meeting
- j. Determining the audit findings among audit team members
- k. Closing meeting
- 2.6.5 If the CH is not ready to receive the CB during an unannounced audit, the CB shall suspend the certificate of that CH. Only in case of force majeure or with exceptionally valid reason which is determined at the sole discretion of the Rainforest Alliance, one exception may be given during one cycle of certification.

<sup>&</sup>lt;sup>39</sup> Reviewing audit results provides the audit team the risk indicators of topics they may want to prioritize. The CB audit team is not expected to follow up on corrective actions from those reports, but reviewing corrective actions gives an indication of the functioning of the management system of the CH.



- **2.6.6** Additionally, for a surveillance audit, the audit team shall review and verify at least the following:
  - a. Any change in certification and/or audit scope
  - b. Effective functioning of the management system including but not limited to:
    - i. Effectiveness of training and awareness raising activities
    - ii. Effectiveness of root cause analysis, corrections, corrective actions resulted from internal or external nonconformities
    - iii. Effectiveness of risk assessment and management
- 2.6.7 The CB shall evaluate and document the overall performance and progress of improvement, including any trends such as repeated areas for improvement, repeated nonconformities of the CH.
- 2.6.8 The CB shall document records as they consider necessary to demonstrate how an audit activity has been performed to show its conformity to the requirements of the Rainforest Alliance Assurance System as well as detailed evidence to demonstrate (non)conformity of the CH in each audit.

Note: This record also includes justification for each deviation of any of the requirements in the Rainforest Alliance Assurance System.

#### Additional requirements for Farm audits

- 2.6.9 The audit team shall visit a representative sample of farms/farm units, including conservation areas, infrastructures, non-certified crop areas and shall conduct interviews with workers at farm level. The audit team shall also engage with any stakeholders at community level, wherever appropriate
- 2.6.10 The audit team shall always verify that data for applicable smart meter requirements is credible, complete, and consistent.
- **2.6.11** The audit team shall verify the effective implementation of improvement requirements, self-selected or mandatory.

# 2.7 CONDUCTING AN OPENING MEETING

## Applicable to farm and supply chain audits

- 2.7.1 The CB audit team shall ensure that each audit starts with an effective opening meeting conducted by the lead auditor.
- **2.7.2** The opening meeting shall include participation of the audit team and key CH persons indicated in 2.3.11 of this document at a minimum.
- **2.7.3** The opening meeting shall include at least the following elements:



- 2.7.4 Introduction of the audit team with clear roles and responsibilities including those for interpreters, observers and/or technical experts.
- 2.7.5 Confirmation of the audit plan and that all the planned activities can be performed. This shall clearly define:
  - i. Audit team
  - ii. Audit type
  - iii. Audit scope
  - iv. Audit objectives
  - v. Audit criteria

- vi. Any relevant arrangements with the CH such as date and time of closing meeting
- vii. Logistic arrangements for transportation within the audit
- viii. Break time
- ix. Any changes
- **2.7.6** Confirmation of any changes affecting the planned audit activities.
- 2.7.7 Confirmation of communication channels and contact points between the audit team and the CH.
- **2.7.8** Confirmation of availability of resources and facilities for the audit team.
- 2.7.9 Confirmation that the CH will pay for the workers, at least at the normally applicable rates, who participate in the audit activities either as interviewees, guides, facilitators or any other roles.<sup>40</sup>
- **2.7.10** Confirmation that all required documentation is available at the location the audit is taking place or is otherwise easily accessible to the audit team by electronic means.
- **2.7.11** Confirmation of matters related to confidentiality, including permission to take photographs and situations in which the CB must share information to an external organization including the Rainforest Alliance, its relevant accreditation body and/or the relevant authorities.
- **2.7.12** Confirmation of relevant work safety, emergency and security procedures for the audit team.
- 2.7.13 The method of reporting, including the types and grading of any nonconformities that may be identified.
- **2.7.14** Information about the conditions under which the audit may be prematurely terminated.
- **2.7.15** Confirmation that the audit team is responsible for the audit and shall be in control of executing the audit plan including audit activities and audit trails.

 $<sup>^{\</sup>rm 40}$  The interpreter will be paid by the CB.



- 2.7.16 Confirmation of the status of findings of the previous audit, if applicable.
- 2.7.17 Confirmation of the language to be used during the audit as well as any necessity for interpreters.
- 2.7.18 Confirmation that adjustments will be made if new information emerges.
- 2.7.19 Confirmation of the CB's anti-bribery and/or anti-corruption policy.
- **2.7.20** The audit team shall require the CH to sign a declaration, by its representative, that it has understood and agreed not to make any bribery attempt, and it shall respect the given policy.
- **2.7.21** Methods and procedures to be used to conduct the audit based on sampling and an explanation of the sampling of farms and workers. However, the CB:
  - a. Shall not disclose sample of workers to be interviewed at any time
  - b. Shall not disclose details as to how documents, records are sampled at any time
  - c. Shall not disclose details of the selected sample of farmers more than one day prior to the actual visit, if applicable
- 2.7.22 The audit team shall explain that it may give contact details of the CB and the CB's audit team to any persons during this visit, and the CH shall not discourage, in any way, such persons to contact the CB at any time.
- **2.7.23** The audit team shall explain that all interviews must be conducted with strictest confidentiality and therefore the CH's representatives or any type of supervisor are required not to participate in interviews of farmers and workers.
- 2.7.24 The audit team shall explain that workers shall be interviewed at their place of work or at a site where the worker feels comfortable and provides privacy. The CB shall explain that the CH shall ensure that its workers will not intentionally intervene in the interviewing process in any way, and the CH shall not have any recording device in such an area during the audit process.
- **2.7.25** The audit team shall explain that all interviews must be conducted with strictest confidentiality, and therefore the presence of worker representatives during interviews with workers is not permitted.
- 2.7.26 Explanation of the need of performing a facility tour and confirmation of any special arrangements that may be needed.
- 2.7.27 Opportunity for the participants of the meeting to ask questions, especially questions from the committees invited to this meeting.
- **2.7.28** The CB audit team shall complete a meeting log record, using a template from the CB, with at least names, positions, signature of participants, date, time, and location of the meeting as well as any additional notes emerging from the meeting.



- **2.7.29** If the CH has used consultancy services from another individual or organization, the CB shall ensure that the consultancy body can only be present during opening meeting and closing meeting as a silent observer who shall not intervene with any of the audit activities and shall not represent the CH in any instance.
  - a. The CB shall ensure that such an entity shall not provide answers or documents to the audit team on behalf of the CH.
- **2.7.30** For an unannounced audit, the CB shall conduct:
  - a. The opening meeting right after the audit team arrives at the CH's office or selected location where it can meet one or more representatives of the CH.
  - b. A facility/factory tour immediately after the opening meeting if the facility/factory is on the same location where the opening meeting is conducted.

# 2.8 FACILITY TOUR

#### Applicable to farm and supply chain audits

The purpose of the facility tour is to enable the audit team to observe the physical conditions and current practices in all areas of the facility to form a view of how physical conditions and practices measure up to standard requirements. The tour is also an opportunity to hold unstructured conversations/interviews with management and workers and to seek site-based evidence to support findings.

The findings from the tour will later be triangulated with evidence from management/worker interviews and document review.

In this document, facility is understood as the premises of the CH where key processing activities are performed.



- **2.8.1** The CB shall evaluate the risk of key activities and where, at the CH's premises, these risky activities could be observed. In order to do so, the CB shall:
  - a. Ensure that the CH has provided (uploaded) a simple map/layout of the locations that are under the certification scope, including all involved infrastructures, as per the applicable standard requirement.
  - b. In all cases, understand when these locations will be in use, to identify the most appropriate time to execute the audit activities.
  - c. Ensure they receive the product flow chart prior to the audit, to understand the processes and potential activities taking place on the CH's premises.

**Note:** A product flow chart shows the movement of the product across different stages. This will help in planning the audit to identify the crucial stages where there is traceability and therefore which units, locations, steps are to be assessed for onsite.

- d. Identify the operating hours of these activities.
- 2.8.2 The audit team shall plan the facility tour accordingly. This facility tour plan may be adapted when arriving onsite.
- 2.8.3 In some cases, the CH sites may prohibit visitors from walking unaccompanied through production areas or forbid photography for reasons of safety or commercial confidentiality. Nonetheless, the audit team shall ensure that activities in such restricted areas are evaluated in alternative ways.
  - a. The audit team shall note restrictions on access or photography in the closing meeting log and the audit report.
- 2.8.4 The facility tour shall cover, but not be limited to, locations where there are workers performing key processing activities directly involved in the certification scope. The tour shall also include areas where there are ongoing or planned construction activities.
- **2.8.5** During the facility tour, the CB audit team shall, at a minimum:
- **2.8.6** Initially evaluate:
  - a. The work done at the site
  - b. Working conditions
  - c. Health and safety practices



#### 2.8.7 Identify:

- a. Critical risk steps
- b. Potentially vulnerable groups of workers
- c. Processes in the certification scope
- d. Whether there might be operations not performed onsite and therefore potentially executed by subcontractors
- 2.8.8 Observe atmosphere between management and workers and how management systems and practices are being implemented.
- **2.8.9** Select potential groups/individuals to be interviewed onsite.
- 2.8.10 Conduct confidential conversations with workers/supervisors on general issues, if appropriate.
- 2.8.11 During the tour, the audit team shall make effort to minimize its impact on ongoing activities of the CH during the facility tour.

# 2.9 MANAGEMENT SYSTEM AUDIT AND DOCUMENT REVIEW

## Applicable to farm and supply chain audits

2.9.1 In general, the audit team shall evaluate all types of documents required to confirm (non)conformity with all applicable standard requirements during the audit.

Note: The list of documents indicated in this section is non-exhaustive.

- **2.9.2** During an audit, the audit team shall verify at least the following:
  - a. The documents as provided and if there have been any changes
  - b. Risk assessment by CH and risk mitigation measures, if applicable
  - c. Management plan
  - d. Any changes to the CH's registration information such as deletions or additions
  - e. Competence of the MS staff
  - f. Training records for MS staff and workers
  - g. Traceability, purchase/sales procedures and purchase/sales records



- h. Contract between the CH and the member farms/sites, if applicable
- i. Conflict of interest of the MS staff
- j. Details and records of Sustainability Differential and Sustainability Investment payments and management, as applicable
- k. Self-assessment results
- I. Worker files
- m. Effectiveness of the MS in identifying and resolving nonconformities, from both internal inspections/self-assessments and external audits
- 2.9.3 The CB audit team shall verify at minimum the following documents of the MS:
  - a. The CB audit team shall follow the minimum number of verifications of the documents as per Annex AR2: Minimum requirements for document sampling. The audit team may increase the sample size where new information and/or emerging risk(s) have been identified.

#### Additional requirements for farm audits

- **2.9.4** Additionally, the audit team shall verify at the MS of a farm CH the following:
  - a. Set of procedures and forms defining the internal inspections
  - b. The details and records of the internal inspections, including an evaluation of the number of inspections per day and number of inspectors vs. number of farmers
  - c. Training records for group members
  - d. Any support in kind provided to group members
  - e. Farm documentation of the activities on the farm



## 2.10 INTERVIEWS AND WORKER FILES REVIEW

#### Applicable to farm and supply chain audits that have social topics in scope

- **2.10.1** The CB shall ensure that the audit team composition, including interpreters, reflects the languages spoken by the persons involved in the certification activities in the scope of the CH.
- 2.10.2 The CB shall allocate sufficient time for the audit team to conduct the necessary interviews without having to rush or reduce the number of interviews due to time and/or cost pressures. The audit team can refine the number and distribution of interviews during the preliminary meeting according to factors such as the activities on the farm during the audit; the types of workers available and their characteristics, responsibilities and distribution on the property; and other factors related to information not available during the audit planning process including any emerging risks identified during the onsite audit process.
- **2.10.3** The CB audit team shall ensure that the CH representatives and/or representatives of any other external organization, e.g. representatives from the trade union, shall not to be present during interviews of farmers and/or workers.
- 2.10.4 In all audits that include social topics in the certification scope, the audit team shall use testimonies of the interviewees as corroborative evidence to raise a nonconformity when they match or concur. Corroborative evidence are facts that are confirmed in multiple interviews, even without any documented evidence.
- 2.10.5 The audit team shall only disclose to the CH in a general way the number and general composition of interviews to be performed, without giving details. The names of the interviewed workers shall never be disclosed to the CH in any way that may potentially jeopardize the confidentiality and privacy of the interviews (to be) taken place or the privacy or safety of persons (to be) interviewed.
  - a. The CB may count off-site worker interviews as part of the required number of interviews for an onsite audit.
  - b. The CB shall not count interviews with other stakeholders—government authorities, advocacy groups, and union representatives that do not work on the audited CHs—as part of the required number of interviews and do not count them as worker interviews.
  - c. The Rainforest Alliance reserve the rights to designate the number and type of interviews, where appropriate as part of the scope for off-site investigation (see AR4.10 Off-site investigation).
  - d. The CB shall have a template to record the verification done by the CB audit team. The audit checklist shall include or provide clear objective and verifiable evidence indicating which specific records were evaluated to establish audit conclusions.
- **2.10.6** The CB shall ensure that interviewed workers that are paid per piece or task are compensated for the time dedicated to the interview. Special consideration should be taken with those workers paid by piece or task by the subcontractors, service providers and labor providers.



#### Note:

- The audit team confirms during the closing meeting that the CH shall pay an equivalent amount to the workers interviewed for the time they spent with the CB audit team.
- The audit team keeps track of how much time the workers spent for the interviews and shares the data with the CH, without compromising the privacy and/or confidentiality of the interviews/interviewed persons. The team shall make sure that the CH will pay those workers, normally at the end of the day, or in some cases at the end of a period. The CB audit team shall verify that payment has been made and the amount paid to the workers is equivalent to at least what they should earn if they used that time for performing the task(s).
- 2.10.7 The CB audit team shall perform interviews in the language that the interviewees feel comfortable with to share information with the CB audit team. The CB shall consider the need to have interpreters and arrange that prior to the audit. When an interpreter is part of the audit team, the CB shall ensure that the requirements in Annex AR11: Use of interpreter of this document are effectively implemented.
- 2.10.8 At a minimum, the following criteria shall be considered during the selection of the workers for interviews:
  - a. The number of workers present during the audit as well as their distribution in different areas and tasks
  - b. Production and processing activities in operation during the audit
  - c. The number of workers who work remotely, home-based and workers who are of interest but not present during the audit days
  - d. Age of workers, including workers from different age groups
  - e. Ethnicity including origin and ethnic group, such as workers of different origin within the same country, foreigners, indigenous people from different tribes/minorities
  - f. Gender
  - g. Employee status, such as permanent, temporary, casual, full-time, part-time workers
  - h. Type of payment, such as workers paid per hour/day and workers paid per quota, piece or task
  - i. Hierarchy level, such as operations/supervisors
  - j. Literacy level, if available
  - k. Types of work they perform
  - I. Time working for the CH, including recently hired workers



- m. Vulnerable workers, e.g. workers at risk of exploitation or discrimination or harassment
- n. Representation in the union, workers committee or committees or any other similar organization
- o. Presence of labor providers who provide workers for field activities, such as weeding, harvesting, pesticide application, for processing activities, such as at packing plants, processing units and others
- p. Presence of workers contracted by service providers, for example, security guards, drivers for transportation of workers/inputs/products, cleaning services, medical services, equipment maintenance
- q. The existence of land or resource use concessions, CHs with high influxes of seasonal workers, or other conditions that have impacts on the surrounding communities
- r. Previous nonconformities, complaints
- s. Special factors, such as workers recently returned from sick leave, workers recently returned from maternity leave, migrant or temporary workers, and young workers (between 15, and in some countries 14, and 17 years of age)
- t. Additionally, to complete an audit trail about gender discrimination, violence and sexual harassment, the CB audit team shall interview, onsite and/or off-site, women social workers, volunteers, gender committee members, relevant workers from the subcontractors, service providers, labor providers, cleaners, canteen staff, construction crews, clinic nurses and doctors, dormitory and security guards, as well as transport service providers
- u. Other risk indicators identified during the audit preparation and emerging during the audit execution.
- 2.10.9 The CB audit team shall ensure that the participants in the interview feel safe, secure, comfortable and their privacy is protected.
- **2.10.10** The CB and its audit team shall ensure that they will not disclose data/information in any way that may allow participants of interviews to be coerced, threatened or retaliated in any form. The audit team may share the audit team's and/or the CB's contact details so that participants of interviews can contact if they are threatened, coerced or retaliated in any way.
- 2.10.11 In case the activities at a CH depend much on the use of temporary and/or seasonal workers, the CB shall make its best effort to have the highest estimated number of temporary and/or seasonal workers present during the onsite audit. This estimate shall be recorded in the CB's system.
- 2.10.12 In the case of many temporary and/or seasonal workers are not onsite during the audit due to some unexpected reason and/or certain persons required to be interviewed are not present, the CB audit team shall make its best effort to have a conversation with such person(s) by other means, for example via a phone call or an off-site visit.
- **2.10.13** The audit team shall observe the following minimum guidelines for interviews:



- a. The auditors shall present themselves to the persons they will interview and explain the purpose and nature of the interview as well as the confidentiality of interviewee identity and responses.
- b. If an interpreter is part of the interview, the interviewer will introduce her/himself and reiterate that the interviewer will strictly follow the confidentiality requirement. From time to time, the auditor may create a structured introduction and ask the interpreter to do that on the auditor's behalf for efficiency purpose.
- c. The interviewees shall be respected at all times. The interviewer or interpreter shall not use condescending, abusive, insulting or otherwise offensive language or tones.
- d. Women auditors shall conduct the interviews of women on gender-related matters, especially sexual harassment. CBs shall record the reasons for not using female auditors and any compensatory or mitigation measures taken.

**Note:** Examples of compensatory measures can be including a trusted senior member of the community or including a female interpreter. Examples of mitigation measures can be having a plan to increase the number of female auditors in that country/region. Simply increasing audit time by the same male auditors is not acceptable.

- e. For formal interviews in groups, the group shall be removed from their work areas and audit teams shall use techniques that promote contributions from all members of the group. The audit team shall ensure that no supervisors or supervisor family members were selected as part of the group to be interviewed.
- f. Information about the interviews and the information obtained shall be recorded, but the details shall not be disclosed to the representatives of the CH in any way that would potentially reveal the identity of the interviewees.
- g. Interviewees shall be thanked for their information and time and reminded that the information contributed will not be disclosed to the CH management.
- h. The audit team shall ensure that workers are not obligated to participate in interviews or provide information beyond answers to the team's questions.
- **2.10.14** The CB audit team may decide to increase the number of interviews in the event of any justified information towards nonconformity. The CB shall record their justifications for deviating from the originally planned number and distribution of interviews.
- 2.10.15 The CB audit team shall ensure that each group interview shall have no more than 6 interviewees.
- **2.10.16** The CB audit team may decide to carry off-site interviews outside of planned audit activities in case they perceive that an open discussion is not possible. However, the CB audit team considers the risks and ensures the safety of the audit team and that of the interviewees.



- 2.10.17 The representative of intermediaries, subcontractors, and service providers (including labor providers) shall be interviewed by the CB audit team to verify their understanding and implementation of the applicable requirements. The minimum number of intermediaries, subcontractors, and service providers to be interviewed by the CB shall be at least square root of number of intermediaries, subcontractors, and service providers respectively. All labor providers shall be included in the sample (see AR4.8 Auditing labor providers)
- 2.10.18 The CB shall interview the person(s) responsible for maintaining the workers files (human resource staff) as well as managers, assistants and other administrative staff which are not to be counted in the number of interviews to be performed according to Annex AR3:

  Calculating the number of worker interviews and worker files.
- 2.10.19 The CB audit team can finalize an interview in case of disrespect or intimidation by the interviewees.
- 2.10.20 The CB audit team shall verify at least the following items in a selected worker file (see also Annex AR4: Auditing social topics):
  - a. Age verification mechanism and proof of age, where applicable
  - b. Copy of picture identification card, where applicable
  - c. Contact details: address, phone number if available.
  - d. Employment contract
  - e. Training records, if applicable
  - f. Wage payment records, including payment of applicable benefits, e.g. year-end bonus
  - g. Type of work carried out, number of hours, shifts
  - h. Time in, time out records
  - i. Medical records, where applicable.
  - j. Entitlements by law or collective bargaining agreements/collective contracts<sup>41</sup>: vacations/annual leave, transport allowance, housing allowance, maternity leave, paternity leave, sick leave and others.
- **2.10.21** The CB shall develop and make use of a template for carrying out and reporting the interviews to the extent that it demonstrates conformity with the requirements in this document.

<sup>&</sup>lt;sup>41</sup> CBAs are normally legalized and formal, recognized by different parties/organizations while collective contracts are normally signed by the company and the (representatives of) the workers, where there are no CBAs in place. Contracts are normally not legalized and not registered with external/governmental agencies.



- 2.10.22 The CB shall record the list of interviewees with their names, and characteristics such as age, gender, type of worker (permanent, temporary or subcontracted), time working at the farm, type of task performed (harvesting, pruning, weeding, packing, other), type of payment (hour or piece rate/task, site of interview, type of interview (individual or group), unionized/non-unionized and others. This list shall be compiled by the lead auditor and kept strictly confidential and secure at the CB database. The CB shall upload into RACP a list with the individual interviewees with their characteristics as mentioned above, without their names. Additionally,
  - a. The audit team shall record the date, place, time and duration of the interviews.
  - b. Should interviewees refuse to provide their names or participate in the interview, the auditor shall register so in the audit notes/interview records.
- 2.10.23 In all versions of the reports, the CB shall never include pictures of interviewees or other workers and employees.

## 2.11 CONDUCTING A CLOSING MEETING

- **2.11.1** The CB shall conduct a closing meeting with participation of at least the audit team and, if available, key persons indicated in 2.3.11 of this document, where appropriate.
- 2.11.2 The closing meeting shall include but is not limited to the following elements:
  - a. Explanation that the audit process used a sample-based and risk-based approach
  - b. The method and timeframe for the reporting
  - c. A short summary of strengths and good practices at this CH, if applicable
  - d. Explanation of all audit findings in the language that the participants would not find it so challenging to understand
  - e. The process for handling audit findings of the CB, including any consequences relating to the certification status of the CH, if applicable
  - f. Timeframe for the CH to respond to the audit findings
  - g. Post audit activities, such as (onsite) follow-up audit if applicable and the possibility that audit findings may be adjusted from the quality review process of the CB
  - h. Reiteration of confidentiality
  - i. Information about complaint and appeal procedure of the CB, and that of the Rainforest Alliance



- **2.11.3** The CB shall ensure that if there is participation of a consultant as an observer in the closing meeting, this person shall be a silent observer who shall not represent the CH in this meeting.
- **2.11.4** The audit team shall consider the use of interpreter(s) in the closing meeting if necessary.
- **2.11.5** The audit team shall provide to the CH a copy of the audit findings with detailed explanation of the findings. Such a list of audit findings shall be signed off by the lead auditor and a representative of the CH. The CB shall record any diverting opinions on the findings between the audit team and the CH.
- 2.11.6 In the event that an auditor believes her/his safety may be at risk as a result of communicating a nonconformity, the audit team may decide not to communicate such a finding until the team has left the premises of the CH. Such a finding shall be communicated by the CB to the CH within 3 working days from the closing meeting of that audit. The CB audit team shall include such a situation in the audit checklist/report uploaded to RACP.
- **2.11.7** The CB shall record participation of the meeting using the template provided by the CB which contains at least: location and time of the meeting, names, position and signature of participants, any other notes needed.

## 2.12 AUDIT TERMINATION

- **2.12.1** The CB shall develop and effectively implement a documented procedure to address a situation in which an audit can be prematurely terminated.
  - a. Some examples of such situations are: extreme natural events, denied access to CH workers, group members, member farms, staff, documents, infrastructure; serious accident; concerns related to security and safety of the audit team; power outage; attempted bribery; non-cooperation during an audit; unexpected changes of audit scope due to non-disclosure of information from the CH during the audit application/preparation process; evident fraudulent activity; attempt to hide or alter any information/evidence observed by the audit team.
- **2.12.2** The procedure shall include actions that different parties involved will take, including: the CB, the audit team, the CH when such a situation occurs.
- **2.12.3** The audit team shall not carry out any portion of an audit that is likely to risk the health and safety of the audit team or those involved in the auditing process, such as interviewees. In these cases, the CB shall notify the Rainforest Alliance and justify the omissions.



- **2.12.4** When there is a situation leading to terminating an audit, the CB shall:
  - a. Document it to the detail level that allows the CB or the Rainforest Alliance to investigate and address such an issue, for example, uncooperating, attempted bribery, safety concerns. Such records shall be maintained up to date by the CB.
  - b. Inform the Rainforest Alliance immediately in writing and produce a report that covers the steps which have been completed and findings identified. The report shall be uploaded into RACP within 2 weeks since the occurrence and updated once the case has been closed.
  - c. Give the audit team the authority to leave the premise immediately if there are materialized risks to their safety.
  - d. Suspend or cancel the certificate, depending on the nature and severity of the issue found. Such a decision shall be taken within maximum 2 weeks since the occurrence.
  - e. If applicable, request the Rainforest Alliance not to allow the involved CH to get certified for a (in)definite period.
- 2.12.5 In case an audit cannot be performed within the allowed timeframe defined in this document, or is terminated due to a cause by the CH:
  - a. The CH shall make payment for the due amount as invoiced by the CB.
  - b. A new audit is collaboratively scheduled by both parties if the CH still wants to pursue certification with the CB, and the CB still accepts the application for certification by the CH.
- **2.12.6** In case an audit cannot be performed within the allowed timeframe or is terminated due to a cause by the CB:
  - a. The CB shall inform the Rainforest Alliance immediately with detailed explanation of deviations.
  - b. The CB shall not charge the CH for the costs incurred that did not result in the expected outcome.
  - c. A new audit is collaboratively scheduled by both parties if the CH still wants to pursue certification with the CB.
- 2.12.7 All termination cases shall be recorded in RACP with the details to the extent that is sufficient to the reader to understand the reason(s) and the context of such a case.
- **2.12.8** The Rainforest Alliance reserves the rights not to allow a certificate transfer in case there was a valid reason for audit termination with the current CB.



## 2.13 DRAFT REPORT AND CHECKLIST

- 2.13.1 The CB shall respect the reporting and follow-up timelines defined in this document.
- **2.13.2** The Rainforest Alliance reserves the rights to require shorter deadlines for investigation audits or high-risk cases.
- 2.13.3 The lead auditor shall ensure that:
  - a. The draft report is completed within the given timeframe with clear and objective evidence sufficiently to confirm (non)conformity of the CH for the determined scope.
  - b. The data required for completing the license activation process is accurate and complete before sending the draft report to the CB.
- 2.13.4 The checklist and audit report shall include the audit findings (conformity and nonconformity) with description of required objective evidence(s) obtained during the audit so that the reader understands the nature and magnitude/impact of the findings. The (non)conformities and the evidence description shall not disclose costs, competitive or intellectual property information, names of CH workers or any information that could put at risk the health or safety of the involved persons.
- 2.13.5 The audit evidence (photos and copies of documents) that support or demonstrate the evidence description provided can be annexed to the report but shall not be made public. The lead auditor shall ensure that audit evidence collected by the audit team (photos, copies of documents, etc.) shall be shared with the CB within 3 weeks from the last day of the audit.
- **2.13.6** The lead auditor shall send the CB the check list, audit report, list of member farms, data about workers, interviews, meeting logs and any evidence obtained during the audit within the given timeframe in this document.
- 2.13.7 The CB shall record audit evidence in its system and make available when requested by the Rainforest Alliance.



## 2.14 QUALITY REVIEW

- **2.14.1** The CB shall develop and effectively implement a documented procedure for the quality review of audit reports/data and related processes together with evidence of closure of nonconformities. The quality review procedure shall also evaluate compliance with requirements on timeframes of the certification/auditing processes.
- **2.14.2** The CB shall assign a competent quality reviewer(s) to perform the quality review of the draft audit report, checklist, required data and NC closure evidence provided by the audit team.
- 2.14.3 The quality review shall be done by person(s) who were not part of the audit team of the audit and has the active status of a lead auditor or a certifier. In either case, the certifier of the audit is responsible for ensuring the quality of the final audit report and acceptance of the corrective actions since the certification decision is a result of accepting the audit report together with corrective actions.
- **2.14.4** The quality reviewer shall ensure that the final audit report shall be uploaded to RACP in the timeframe given in this document.
- **2.14.5** The CB shall perform at least:
  - a. Step 1: Reviewing the quality of and confirming the audit findings and their evidence description, corresponding evidence before approving the checklist/report. The CB ensures that the approved checklist will be made available to its CH within a maximum 5 weeks after last day of audit.
  - b. Step 2: Reviewing the quality of corrective actions by the CH to close the NCs found and to make a certification decision (maximum 12 weeks after last day of audit if there are NCs).
- **2.14.6** The quality review (Step 1 and Step 2) shall ensure at least the following elements according to the requirements of the Rainforest Alliance Assurance System:
  - a. Correct interpretation of the Standard requirements for the applicable scope
  - b. Assignment of nonconformities to the correct Standard requirements
  - c. Review of technical concepts relevant to the production system in the evaluation of the Standard requirements
  - d. Verification that the report does not include the names of the persons interviewed
  - e. Verification that the evidence for all applicable requirements, for both conformities and nonconformities, is described in a manner that is clear, concise, objective, verifiable and expresses the nature, magnitude and correct technical basis of the (non)conformities in relation to the Standard



**Note:** The description of evidence of the audit findings (conformity/nonconformity) should allow another person to verify the same evidence to reach the same conclusion. The description of the evidence should refer to specific documents/records that were evaluated, for example, payroll of March, September 2020; Grievance procedure IMS-GP-05, issued on 08 June 2021; meeting minutes of the H&S committee dated 20 August 2021.

- f. Verification that the conclusions of the report are consistent with the nonconformities reported
- g. Verification that the audit team verified the information and data about the CH indicated in this document, e.g. geodata, workers data, other relevant audit evidences
- h. Verification that the samples were correctly determined and implemented, e.g. samples of farms, workers, worker files, documents, labor providers
- Verification that the correct number and distribution of interviews were conducted
- j. Correct spelling and grammar without excessive use of jargon or colloquialisms
- k. Conformity with submission deadlines established in this document
- I. The adequacy and effectiveness of corrective actions submitted, including appropriate root cause analysis
- 2.14.7 The reviewer shall evaluate the quality of the report and the CB shall keep a record for each audit report reviewed including aspects to be improved, which will be used for the auditor performance evaluation to be carried out by the CB and Rainforest Alliance.
- **2.14.8** The quality reviewer shall document recommended changes and any comments, observations and suggestions for improvement and send them to the lead auditor and the CB.
- **2.14.9** The lead auditor shall modify audit reports based on the comments, observations and suggestions indicated in the quality review. Any conflicts between the audit teams or lead auditors' findings and the recommended changes must be documented and incorporated in the CB's quality management system for eventual reviews.
- 2.14.10 In case the quality review process of the CB reveals concrete evidence that the auditing process was not properly executed, the CB shall evaluate the nature of the finding and take corresponding corrections and corrective actions. If the corrections and corrective actions require additional auditing activities to collect data to complete the report/certification decision process, the CB shall cover costs for such activities.
- 2.14.11 In case additional assurance review of the Rainforest Alliance reveals concrete evidence that the auditing process was not properly executed, the CB shall take corresponding corrections and corrective actions as requested by the Rainforest Alliance. If the corrections and corrective actions require additional auditing activities to collect data to complete the report, the CB shall cover costs for such activities.



- **2.14.12** CBs shall maintain copies of the original draft audit report and the quality review teams' reports and incorporate them into quality assurance reviews as indicated in the CBs' quality management systems.
- **2.14.13** In case there was contribution by technical experts, the CB shall indicate this to RA, either in the audit report template or upload it separately if the content does not fit into the normal audit report template.

### Additional requirements for farm audits

- **2.14.14** The quality reviewer shall verify that:
  - a. The list of member farms is complete with accurate data, including geo-location data for each farm.
  - b. The volumes reported are congruent and realistic in relation to the crop and the production areas.

## 2.15 FOLLOW UP AUDIT

- **2.15.1** The CB shall use objective evaluation of the audit findings, the nature of the corrective actions required to close the NCs found, and the risks from each audit to justify if an onsite follow up audit is needed.
  - a. The CB shall consider an onsite follow up, for example, when confirmation of effectiveness of corrective actions requires visual observations and/or worker/management interviews to confirm understanding/implementation of newly established policies/practices and/or to confirm effectiveness of training activities, witness audits of internal inspectors to confirm competence or improved internal inspection (this list of examples are non-exhaustive).
  - b. When evidence of effective implementation of corrective actions can be verified through a documentation (desk) evaluation, the CB will perform this within the given timeframe to ensure that a certification decision can be made and submitted to RA on time. A desk evaluation does not require a formal audit plan to be shared with the CH.
- **2.15.2** The CB shall follow the applicable requirements in this document when performing an onsite follow-up audit considering the scope of such an audit (see also Section 1.5 Verification method-CB audit of the Certification Rules).
- 2.15.3 The CB shall inform the CH of any additional costs for the follow-up audit within 3 weeks since the last date of the audit.
- **2.15.4** For follow-up audits, the auditors shall update the original checklist and indicate the additional information and the date when the follow-up audit was performed. For new audit samples, the lead auditor shall ensure accurate and complete evidence and findings for all requirements that were verified.



## 2.16 CERTIFICATION DECISION PROCESS

### Applicable to farm and supply chain audits

- **2.16.1** The CB shall take the decision and complete the submission process in the RACP within the timelines defined in this document. The certification decision, negative or positive, shall be decided by an approved and active certifier.
- **2.16.2** To decide whether a certification decision is negative, the CB shall follow the guidelines in the Certification Rules and the Annexes of this Chapter.
- 2.16.3 In case further assurance review(s) of the audit documentation package show(s) evidence that the decision of the CB was made based on inaccurate and/or incomplete data and/or without strong, objective evidence, the Rainforest Alliance reserves the rights not to activate the license in RACP.
- 2.16.4 The CB shall ensure that all the audited CHs comply with all applicable requirements before issuing a positive certification decision.
- **2.16.5** In case the CB decides to decertify or non-certify a CH because of reason mentioned in Section 1.7 Nonconformities and possible consequences of the Certification Rules, it shall be made within 4 weeks since the last date of the audit.
- 2.16.6 The certifier that makes the certification decision has the authority to:
  - a. Make the final certification decision.
  - b. Modify the recommendation of the audit team, due to inconsistencies identified in the audit report.
  - c. Request that the lead auditor clarify or expand any section of the audit report.
  - d. Dismiss a nonconformity with documented justification, or
  - e. Issue a new nonconformity with documented justification.

**Note:** A certification decision can be negative or positive. Such a decision is taken by the CB to certify, de-certify, non-certify, suspend, extend the certification scope, maintain certification status, or terminate the certificate.

- 2.16.7 The certifier shall justify their decisions based on the technical framework of the Standard, the Certification Rules and related requirements in the Rainforest Alliance Assurance System. If these decisions result in modification of the audit team's findings or decisions the CB shall document the certifier's justification for these modifications for review within CB's quality management systems.
- **2.16.8** The CB shall develop and implement documented mechanisms to communicate certification decisions to audited CH. The CB shall keep records of the communication trail and acknowledgement of communications, such as electronic mail (with acknowledgement of receipt) and/or registered posts. The CB shall make such records available to the Rainforest Alliance when required.



- 2.16.9 The CB shall inform the CH of the certification decision only when the CB has completed the required steps in this document.
- 2.16.10 The CB shall upload into the RACP all audit reports and required data regardless of the certification decision.

## 2.17 ISSUING THE CERTIFICATE

- 2.17.1 The CB shall only use the Rainforest Alliance certificate as generated by the RACP.
- **2.17.2** CBs shall release a certificate only after the license has been activated in the RACP. CBs shall also release the certificates for:
  - a. CHs that have undergone scope extension audits that necessitate changes in the certificate.
  - b. CHs that have changed their legal or commercial name; or
  - c. CHs that have transferred to the CB, but only after the next programmed audit and a positive certification decision.
  - d. In these cases, certificate validity shall not change.

## 2.18 EXCEPTIONS TO STANDARD AND ASSURANCE REQUIREMENTS FOR CHS

- **2.18.1** The CB shall evaluate each application for exceptions received from a certified CH and validate whether to accept the exception. The CB can analyze if the exception is applicable for the following:
  - a. Conformity with a criterion
  - b. Certificate or audit date extension
  - c. Volume change
  - d. Force majeure: Extraordinary event or circumstance that is beyond the CH's control, and that prevents it from complying with these rules and Rainforest Alliance Certification and Auditing Rules. This includes risks beyond the control of the CH, incurred not as a product or result of negligence or malfeasance. Rainforest Alliance will approve the exception if applicable. These exceptions are valid until the next revision process for these rules.
- 2.18.2 The CB shall submit in writing the exception requests and its decisions to the Rainforest Alliance.
- **2.18.3** When in doubt of whether an exception request can be approved, the CB shall consult the Rainforest Alliance for further instructions.



## ANNEX AR1: AUDITING SHARED RESPONSIBILITY

## Applicable to farm and supply chain audits

1. The CB shall follow the guidelines and requirements in this Annex while auditing Shared Responsibility (Sustainability Differential and Sustainability Investment). In cases where an NC is raised, the CB shall ensure that corrective actions are properly implemented to prevent recurrence of the same issue.

## Sustainability Differential (SD)

## Auditing process for supply chain audits

Standard requirement	Implementation	Sampling	Compliance management
Content of contractual agreement (3.2.4)	Contractual agreements with buyers include SD information (amount and payment details)	Square root of contracts between buyer and farm CH, sample to include those contracts of largest contracted volume	The CB audit team shall raise a nonconformity if the contractual agreement:



Standard requirement	Implementation	Sampling	Compliance management
Payment of SD and reporting of SD payment (3.2.3, 3.2.6, 3.2.7)	Buyer reports payment in the traceability platform Information around SD amounts should align:  SD as agreed SD entered as "SD agreed to be paid" SD entered as "SD confirmed paid" SD actually paid (visible in payment evidence)	Square root (but at least 5, whichever is greater) of transactions as part of the contracts included in the audit sample	The CB audit team shall further investigate any discrepancies found in the audit sample. Possible outcomes are:  1) If the farm CH entered an incorrect amount ("SD agreed to be paid") in the traceability platform, the amount should be adjusted retrospectively by the farm CH <sup>42</sup> .  2) If the buyer paid an incorrect amount (different than what was agreed upon), the CB shall raise a NC against the SC CH and ensure that discrepancy needs to be compensated for, if not corrected, will lead to sanction.  3) If there was no payment because of time deferral, the CB shall not raise a NC, but observation is noted to follow up to make sure that payment will be made.  4) If there was no payment within stipulated timeframe, the CB shall raise a NC against the SC CH, if not corrected, will lead to sanction.  5) If there was no payment evidence of payment available, the CB shall raise a NC against the SC CH, if not corrected, will lead to sanction.

Table AR1.1: Auditing SD in SC Audits

<sup>&</sup>lt;sup>42</sup> If above is detected during a SC audit, no NC can be raised against the farm CH. The SC CH's CB will notify the Rainforest Alliance for further follow up with the farm CH (farm CH's CB) to adjust incorrect data.



# Audit process for farm audits

Standard requirement	Implementation	Sampling	Compliance management
For group farm CHs: Redistribution of SD to group members (3.2.1)	Process of redistribution in place and functioning, to ensure timely and pro-rata transfer of SD to group members	Verification at farms included in the regular audit sample (see Section Sampling of this document).	<ul> <li>The CB shall raise an NC against the farm CH in case of incorrect implementation while the farm CH has received SD payment from its buyer(s), such as:</li> <li>Group members have not received SD payments</li> <li>The amount received by group members (by volume) is not in conformity with the amount contracted (by volume)</li> <li>The total amount of SD distributed to group members is not equal to the total amount of SD received from buyers</li> <li>In case non-payment of SD from buyer to farm CH was detected during farm audit, the CB performing the farm audit shall flag this to the Rainforest Alliance for further follow up by the buyer's CB. The farm CH will not receive an NC in this case.</li> </ul>
For individual farm CHs:  SD spent to the benefit of workers (3.2.2)	SD is spent according to the categories as listed in the Standard requirement and after worker representatives were consulted.  Annual report is provided through the RA platform on the SD spent (% of total per category).	Verification of all categories of spending; including this topic in interviews with workers  Verification of the annual report	<ul> <li>The CB shall raise an NC against the farm CH in case of incorrect implementation while the farm CH has received SD payment from its buyer(s), such as: <ul> <li>There is no evidence of how SD payments were used</li> <li>There is no evidence of consultation with workers' representation on the priorities for use of SD</li> <li>SD is not spent to the benefit of workers, (i.e. is used for purposes other than those prioritized in the consultation with worker representation)</li> <li>There is no reporting on the use of SD</li> </ul> </li> <li>In case non-payment of SD from buyer to farm CH was detected during farm audit, the CB performing the farm audit shall flag this to RA for further follow up by the buyer's CB. The farm CH will not receive an NC in this case.</li> </ul>

Table AR1.2: Auditing SD in Farm Audits



# Sustainability Investments (SI)

## Auditing process for supply chain audits

Standard requirement	Implementation	Sampling	Compliance management
Buyer makes investment and reports (3.3.4 and 3.3.5)	<ul> <li>Buyer makes the investments (cash and/or in kind; whatever is agreed upon with farm CH) and confirms SI made in the platform:</li> <li>Cash at transactional level (amount initially entered by farm CH ("SI agreed to be paid")</li> <li>In-kind investments per farm CH in monetary value at an annual basis</li> <li>Information around SI amounts should align:</li> <li>SI as agreed</li> <li>SI entered as "SI agreed to be paid"</li> <li>SI entered as "SI confirmed paid"+ in-kind</li> <li>SI actually made (visible through evidence)</li> </ul>	Square root (but at least 5, whichever is greater) of transactions as part of the contracts included in the audit sample	Sustainability Investments (SI) are made. This entails that:  1) SI at transactional basis is paid (same process as SD), buyer can pay aggregate amounts in monetary terms and confirm "SI paid" in the platform.  CB verifies that payments are made and that payments align with what is reported as "SI agreed and confirmed paid  2) If relevant, in-kind investments are made by the buyer, and reported in the platform once per annum.  CB verifies that in-kind investments as reported through the platform are made.

Table AR1.3: Auditing SI in SC Audits



## Auditing process for farm audits

Standard requirement	Implementation	Sampling	Compliance management
Identification of investment needs and design of investment plan (3.3.1)	Prior to season/audit: Investment plan is drawn up:  Volume-based SI amount (cash)* identified  Potential in-kind investment needs identified  *"SI agreed to be paid" is entered in the transactions of certified volume sold to buyer.  Once investments are received and spent, investment plan is updated, and information reported in the Rainforest Alliance platform: % of total spent per pre-defined investment category.	There will just be one investment plan.	The CB shall verify whether investment plans exist and are set up according to the correct template and instructions however are not asked to analyze the content of the plan.  Once investments have been received, verification is done as to whether investments 1) are spent according to the plan, 2) are reported correctly in the platform and 3) can be proven through invoices, etc.  If CB detects that any of the above is not correctly implemented, the CB shall raise a NC.  In case monetary or in-kind SI has not been received as agreed with the buyer, the CB performing the farm audit shall flag this to the Rainforest Alliance for further follow up by the buyer's CB.

Table AR1.4: Auditing SI in Farm Audits



## ANNEX AR2: MINIMUM REQUIREMENTS FOR DOCUMENT SAMPLING

## Applicable to both farm and supply chain audits

This annex provides requirements for the audit team to sample documents at different locations during a certification or surveillance audit of the CH's Management System.

When auditing other locations/actors, the CB audit team will decide a realistic and reasonably representative sample of documentation for verifying implementation of the CH. For example, documentation provided by or related to labor providers, service providers, subcontractors and intermediaries.

When auditing social topics, the CB audit team will consider rules in Annex AR4 of this document.

The CB audit team can use this Annex as reference for selecting documents during an onsite follow up or an investigation audit.

1. The audit team shall verify at least the types and number of documents included in the table below.

Type of document	Minimum number of items	Applicable to	Remarks
Policies and procedures	All applicable	Farm and supply chain audits	
Purchase/sales contracts	Square root of the number of contracts	Farm and supply chain audits	For SC CHs responsible for SD/SI payments, sample size is further specified in Annex AR1: Auditing shared responsibility.
MS staff records	Square root of the number of persons	Farm and supply chain audits that have social topics in scope	Knowledge and competence of the MS staff, their training records, conflict of interests, contracts between CH and the staff, <u>wages</u> , working hours, benefits
Training records	Square root of training events in the past 12 months	Farm and supply chain audits	Training of farmers, workers
CH <u>risk assessment</u>	All required by the Standard	Farm and supply chain audits	



Type of document	Minimum number of items	Applicable to	Remarks
Purchase records	Same as sample size chosen	Farm audits	The purchase slips of the member farms chosen as sample
			Purchase vs. current production vs. yield estimation
			The audit team may increase the sample size, at its discretion, to check purchase records of farmers that are not in the sample.
	Square root (with a minimum of 5) of all transactions/shipments	Supply chain audits	
Sales records	Overview(s) to verify the total volume purchase, processed, sold and stock.	Farm audits	
	At least complete product flow verification of at least 5 sale transactions (see Annex AR7: Auditing traceability in farm audits).		
	Square root (with a minimum of 5) of all transactions/shipments	Supply chain audits	
Internal inspector	Square root of the number of	Farm audits	At least the following is verified:
files	internal inspectors.		Competence of internal inspectors, conflict of interest, <u>wages</u> , working hours, benefits.
			Additionally, witness audits shall be performed to a certain number of internal inspectors, which should match with the files of internal inspectors verified.
Management plan	Entire CH	Farm audits	
Contracts with group members	At least 50% of total number of farms chosen as the sample	Farm audits	50% of the files will be from the selected farms for visit and the rest will be from the member farms not chosen as samples.



Type of document	Minimum number of items	Applicable to	Remarks
Maps, polygons	Follow Annex AR5: Using geodata and geodata risk maps in an audit on using geodata for audit		
Internal inspections and farm documentation	At least 50% of the sample size chosen	Farm audits	The internal inspection reports of all the members in the sample. The CB auditor may decide to check additionally 25% of the sample size of the members not chosen as sample.
Approvals and sanctions	Same number of approval records as sample size chosen, if approval documents are different from contracts between the management and the farmers.	Farm audits	Reason for the sanction shall be cross verified. In case of high risk that the CH sanctioned farmers without properly following the procedure or without justified reasons, the audit team may decide to visit and/or call sanctioned farmers who are not currently enrolled in the group to verify.
	All sanctions performed in the last year if there are 15 or less than 15 sanctioned members. If there are more than 15 sanctioned members, the sample shall be 15 plus the square root of the number of sanctions above 15.		

Table AR2.1: Minimum Documents To Be Verified by CB Audit Team at the Management System



## ANNEX AR3: CALCULATING THE NUMBER OF WORKER INTERVIEWS AND WORKER FILES

### Applicable to farm audits and supply chain audits that have social topics in the certification scope

The table below provides the requirements on determining the minimum number of interviews to be done and the number of worker files to be reviewed based on the number of non-administrative workers<sup>43</sup> of the CH in the certification scope. The number of interviews, individual or group, can always be increased depending on the risks identified before or during the audit.

The number of interviews <u>can</u> be distributed over individual interviews and group interviews. However, the CB audit team can decide to do all interviews as individual interviews. The number of individual interviews is set as minimum, while the number of group interviews is set as maximum.

The number of persons in group interviews given in this table below are suggestive. In case more than one group interviews are allowed, the audit team can flexibly adjust this number depending on availability of the workers to join group interviews. For example, when the table suggest 5 group interviews of 5 person/one group interview, the audit team can have 3 group interviews of 5 persons/each, 1 group interviews of 6 persons/each and one group interview of 4.

- The audit team shall perform at least the number of interviews of workers and reviews of worker files included in the table below while respecting the general requirements in Section Interviews and worker files review of this document.
   Note: The number of interviews is calculated for the entire CH, even if it's a multi-site, multi-farm or multi-group. The interviews will then be distributed among the different sites/farms/ locations/groups of workers, using a risk-based approach.
- 2. The sampling of workers shall use the number of persons as the basis for calculation, regardless of how many hours they work for a week, rather than the number of full-time equivalent workers. And it will include workers hired through labor provider(s).
- 3. The CB shall consider the number of workers in peak production period(s) and in low production period(s) among other factors when determining the most representative sample.
- 4. The CB shall calculate the number of interviews and worker files of non-administrative workers according to Table AR3.1.
- 5. The CB shall interview and review employee files of a representative number of administrative staff (management, supervisors and other administrative staff, (field) technicians, etc.) of the CH.
  - a. Minimum number of such interviews shall be square root of number of administrative staff.

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<sup>&</sup>lt;sup>43</sup> Non-administrative <u>workers</u> exclude staff who perform their work in the office, internal inspectors or who have the mandate as supervisors in the field/processing units, etc. Non-administrative workers include those who carry out physical tasks on the farm/field or at other farm sites (nursery, processing unit, purchasing centers, warehouses, etc.) and those who work as security guards, drivers, cleaning workers, cooks, postmen, gardeners, and general workers.



- b. Minimum number of worker files of such staff to be reviewed shall be at least half of the number of interviews of administrative staff.
- **6.** A group interview shall not have more than 6 workers, and the auditor shall ensure that sufficient time is provided for all of the interviewees to express themselves

**Note:** The average time spent on an individual interview is estimated to be on average at least 15 minutes for an interview with no issues and 30 minutes where issues are raised. The average time spent on a group interview is estimated to be between 30 to 45 minutes, including time required to assemble interviewees.

Number of non-administrative workers involved in the CH	Minimum number of workers to be interviewed	Minimum number of individual interviews	Maximum number of group interviews	Minimum number of worker files to be checked
1-5 workers	All workers are interviewed individually			All worker files are reviewed
6 - 10	6	6	Not applicable	6
11-50	9	6	1 group of 3 workers	9
51-100	15	7	1 group of 3 1 group of 5	12
101-250	20	10	2 groups of 5	15
251-500	32	12	2 groups of 3 1 group of 4 2 groups of 5	18
501-1500	40	15	2 groups of 3 1 group of 4 3 groups of 5	20
1501 - 4000	50	18	1 group of 3 1 group of 4 5 groups of 5	25
4001 and more	65	25	8 groups of 5	30

Table AR3.1: Number of Interviews and Worker Files



**Note:** As per Annex AR4: Auditing social topics, the sample size of worker interviews might need to be increased with 10% (requirement 1.3) and the worker files (requirement 34c) as well.

**Note 2**: As per Annex AR4: Auditing social topics, and in case labor providers are used, all labor providers need to be included in the sample size (requirement 40a) and the sample of worker interviews and worker files includes workers from all labor providers (requirement 40b).

## **ANNEX AR4: AUDITING SOCIAL TOPICS**

### Applicable to farm audits and to supply chain audits that have social topics in certification scope

In general, this Annex applies to all certificate holders whose certification scope includes social topics<sup>44</sup> of the Standards. This means, all farm CHs; for SC CHs it will only apply if Chapter 5 Social has been identified as high risk, as indicated through the Supply Chain Risk Assessment. More specific indication on applicability of the subsections of this Annex are clarified in the section itself. Certain requirements only apply in case of high or very high risk. However, if there is low, very low or medium risk on certain topics these related Standard requirements shall still be audited and the Auditor Verification Protocol should be followed.

#### AR4.1 RISK-BASED AUDITING OF SOCIAL TOPICS

- 1. The CB shall apply Table AR4.1, below, when social topics are within the scope of:
  - a. An off-site investigation
  - b. An investigation audit
  - c. A farm audit and the CB's audit risk assessment has evaluated any social topic(s) to be a high or very high risk
  - d. A SC Standard audit
  - e. Any time at the discretion of the Rainforest Alliance

<sup>&</sup>lt;sup>44</sup> social topics refer to all topics and requirements included in Chapter 5 Social of the farm and supply chain standards.



Topic	Action
Specific risk overview	1.1 For the topics or requirements that are identified as high or very high risk, the CB shall create an overview to identify more specifically what each such risk is about, including at least the following elements:
	a. Target group/vulnerable groups, e.g. migrant workers, young workers, women, ethnic groups
	b. Period in the year, e.g. during peak season, holidays season, season when there might be labor shortage
	c. Location in which this risk might be identified, e.g. field/factory/group member level/housing area
	<ul> <li>d. Scenarios/description of the risky situation, e.g. worker substitution where children are substituting their parents, no age verification methods as lack of birth certificates in the region</li> </ul>
	e. The specific requirement in the Standard it links to
Off-site investigation	1.2 The CB shall perform an off-site investigation (only applicable in farm audits, refer to AR4.10 Off-site
(Applicable to farm audits)	investigation) on the topic(s) of high or very high risk.
Sample size of <u>workers</u> interviews and <u>worker</u> files	1.3 The CB shall increase the total number of worker interviews and the worker files for review to 110% of the calculated sample size (see Annex AR3: Calculating the number of worker interviews and worker files).
Timing	1.4 Any audit shall take place in a period where the CB audit team can collect and verify the most relevant information to confirm the topics of high or very high risk. This might entail that, for example, the audit takes place in the peak season, when there is more workforce present on-site, when there is a higher likelihood to encounter workers hired through a labor provider. For farm audits, in any case the requirements in Section 1.5 Verification method-CB audit of this document shall apply.
Audit team composition	1.5 The CB shall ensure that at least one Lead Auditor for Social Topics is part of audit team (see Chapter two, Rules for CB personnel, of the 2020 Rules for Certification Bodies).
	1.6 Where deemed necessary, the CB shall ensure the audit team has a legal specialist on labor law.
	1.7 Gender diversity shall be included as a consideration for the composition of audit teams.
Audit duration	1.8 The CB shall increase the audit duration as required to include the additional requirements mentioned in this Annex, without compromising on the other requirements of the Standard to be audited.

Table AR4.1: Additional Requirements Related to Social Requirements



#### **AR4.2 STAKEHOLDER CONSULTATION**

### Applicable to farm audits

- 2. Prior to the onsite audit, the CB shall perform stakeholder consultation in Farm Standard audits that have high risk of child labor and/or forced labor based on the Rainforest Alliance child labor and forced labor sector risk maps and/or high or very high risk of nonconformity for freedom of association as identified by the CB (through the audit risk assessment during audit preparation) and/or the Rainforest Alliance.
- 3. The CB shall develop and implement a documented procedure for performing stakeholder consultation.
- **4.** When required, the CB shall perform a stakeholder consultation to:
  - a. Identify risks that the CH would have a nonconformity on 5.1 Assess-and-Address requirements related to child labor and/or forced labor and/or 5.2 Freedom of Association.
  - b. Understand common concerns and risks in each local context, such as geographic region, crop, sector, with the 5.1 Assess-and-Address and/or 5.2 Freedom of requirements Association of the Standard.
  - c. Have a better understanding of local interpretation of the 5.1 Assess-and-Address and/or 5.2 Freedom of Association requirements.
  - d. Establish and/or maintain relationship with the interested stakeholders that will provide the CB with information on any risks/issues emerged during the certification cycle.
- 5. The CB shall ensure that the audit team uses the outcome of the stakeholder consultation to plan and execute the audit.
- The CB can perform the stakeholder consultation prior to or in parallel with an off-site investigation (refer to AR4.10 Off-site investigation). The scope of an off-site investigation may be more targeted and intensive, regarding certain specific topics identified as high or very high risk, than that of a stakeholder consultation.
- 7. For each consultation, the CB shall compose a list of relevant stakeholders (to achieve the objectives as per point 4 above for the topics indicated in point 13 below, with contact details (if possible) for each stakeholder. A non-exhaustive list of stakeholders includes local stakeholders, e.g. local NGO, local topic experts, consultants, local authorities, community leaders, staff of local medical centers, police, religious centers, local schools, and/or local government, representatives of labor unions that cover workers of the CH and/or community social groups. The CB may also ask the CH to provide a list of stakeholders with contact details to use as a basis, taking into account potential conflict of interest as indicated in point 10.
- 8. The CB shall select the stakeholders to consult by evaluating who can provide most relevant information, without conflict of interest, to achieve the objectives of a consultation and by ensuring that all the topics indicated by point 13 below are covered.



- **9.** The CB shall consult with at least 3 different stakeholders per consultation.
- 10. The CB shall observe any potential conflict of interest between the stakeholder(s) and the CH.
- 11. The CB shall never disclose confidential information from/about the CH during a stakeholder consultation session.
- 12. The CB shall ensure that a stakeholder consultation process includes at a minimum:
  - a. Profiling of the stakeholder including reason for contacting, potential conflict of interest, topics intended to include in the specific consultation.
  - b. The consultation includes at least:
    - i. Introduction clarifying the goal of the consultation and how the data is being used
    - ii. Confidentiality agreement
    - iii. Inquiring/sharing of information regarding the interested topics
    - iv. Recording of relevant information collected
    - v. Closing the session including agreement on how the stakeholder can continue to provide the CB with updated risks/issues directly linked to the topics discussed with the CB, throughout the year
  - c. Follow-up from the CB with the stakeholder in which the CB defines when it will reach out to the specific stakeholder in the future for seeking updated information.
- 13. The CB shall evaluate and document at least the high or very high-risk topics among the following:
  - a. Risks related to social topics, including but not limited to:
    - i. Child labor
    - ii. Forced labor
    - iii. Freedom of association
  - b. Specific information for CH regarding grievances, violations of rights, or social conflicts that have already been submitted and which the stakeholder is aware of.
  - c. Any pending legal proceedings.



- **14.** For each stakeholder consultation the CB shall record the relevant information collected, to the extent that it can demonstrate the consultation has been effectively conducted. This record shall include but is not limited to:
  - a. Names and contact details of individuals and organizations consulted
  - b. Copies of all correspondence with stakeholders
  - c. Notes/minutes of meetings on all information received orally
  - d. When and how the CB will consult the stakeholder(s) for updated information in the future
  - e. An explanation of how the CB interprets or makes use of these comments to adjust the audit plans or to further verify or corroborate information received in the onsite audits
- 15. Based on the information obtained through the stakeholder consultations, the CB shall adapt the audit plans of the onsite audit to verify the risks and/or potential issues shared to the CB by the consulted stakeholder(s) and use it throughout the audit process.
- 16. The CB shall not share confidential information collected from stakeholder consultations with any third-party without prior approval from the involved stakeholder(s). This shall be explicitly mentioned during the consultation process with each stakeholder.
- 17. The CB shall ensure that stakeholders are approached on a voluntary basis and have the opportunity to decline to collaborate.
- 18. In the event that another stakeholder is consulted the CB shall record this, together with the reasons as part of the notes for that consultation session.
- 19. The CB shall provide the stakeholder consultation record to the Rainforest Alliance upon request and without unwarranted delay.
- **20.** The CB shall count as minimum duration of this exercise 2.5 hours, although the exact time needed might depend on several external factors.

## AR4.3 AUDITING ASSESS-AND-ADDRESS SYSTEM

- 21. Prior to the audit, the CB shall ensure that it has received contact details of the <u>Assess-and-Address</u> Committee. The CB audit team may contact the Committee beforehand to identify any points of attention.
- 22. During the audit, the audit team shall verify whether the CH has in place the required elements of the <u>Assess-and-Address</u> system<sup>45</sup> as described in the Standard and verify if so, whether the system is functioning.

<sup>&</sup>lt;sup>45</sup> <u>Assess-and-Address</u> system and <u>Remediation</u> Plan are defined in the Rainforest Alliance Standard with its annexes.



23. The audit team shall identify labor abuses following the below guidelines.

As part of this system verification, the audit team shall also seek to identify if any cases of child labor, forced labor, discrimination, and/or workplace violence and harassment (CL/FL/D/WVH) occur or have occurred. In doing so, it is critical that the auditors are familiar with the full definitions of CL/FL/D/WVH in the Farm Standard Annex S1, Glossary. If such a case is found, the following scenarios would apply:

- a. If a case was already identified by the CH's monitoring system, is being remediated using the Remediation Protocol, and the remediation is on track to meet the required time milestones in the Protocol and is being implemented in a manner consistent with the Protocol, the audit team will not raise a nonconformity. However, the audit team shall include in their report the type of issue (CL/FL/D/WVH) and the date by which remediation must be completed, and the CB shall verify the identified issue(s), and confirm the finalization of the remediation, in the next audit.
- b. If a case was already identified by the CH's monitoring system, is being remediated using the Remediation Protocol, but the remediation is <u>not</u> meeting the time milestones in the Protocol, and/or is <u>not</u> being implemented in a manner consistent with the Protocol (see AR4.5 Remediation below), the audit team shall use the Severity Test (see AR4.4 Severity test below) and there are 3 potential outcomes:
  - i. If the case is evaluated as **non-severe**, this is a nonconformity on the remediation requirement (5.1.4 of Standard).
  - ii. If the case is evaluated as **potentially severe** and more time is needed for the Severity Test, the active license and certificate is suspended (see Section 1.7 Nonconformities and possible consequences of the Certification Rules).
  - iii. If the case is evaluated as **severe**, the CB shall take a negative certification decision and/or the active certificate and license shall be suspended or cancelled (see Section 1.7 Nonconformities and possible consequences of the Certification Rules).
- c. If an issue was <u>not</u> identified by the CH's monitoring system, the audit team shall analyze it using the Severity Test (see AR4.4 Severity test below), there are 3 options:
  - i. If a case is evaluated as **non-severe**, this is a nonconformity on a failure of the <u>Assess-and-Address</u> monitoring system (5.1.3 of Standard).
  - ii. If the case is evaluated as **potentially severe** and more time is needed for the Severity Test, the active license and certificate is suspended (see Section 1.7 Nonconformities and possible consequences of the Certification Rules).
  - lii. If a case is evaluated as **severe**, the CB shall take a negative certification decision and/or the active certificate and license shall be suspended or cancelled (see Section 1.7 Nonconformities and possible consequences of the Certification Rules).
- d. In case of doubt on any of the options above, the CB shall seek further guidance and/or interpretation from the Rainforest Alliance.



#### **AR4.4 SEVERITY TEST**

**24.** During the audit, when the audit team identifies a potential case or a case of labor violations on CL/FL/D and/ or WVH, the Severity Test is used to determine whether the case is to be considered severe or not.

#	Question	Yes/No	Details/clarification
1	Is the situation of the worker/child life-threatening46?		If yes, issue is severe
2	Does the issue have the potential to cause lasting impact on the physical and/or psychological wellbeing of the worker/child?		If yes, issue is severe
3	Is this a systemic incident, meaning there are multiple cases of this issue at this CH and the issue is rooted in a management practice?		"Yes" to this question on its own does not make the issue severe, but in combination with one other "yes," it is severe.
4	Is there evidence that management knew that the violation was taking place, and that it violated the Rainforest Alliance standard and/or applicable law, but approved/continued the practice?		"Yes" to this question on its own does not make the issue severe, but in combination with one other "yes," it is severe.

Table AR4.2: Severity Test

25. The CB shall consult an expert in case of doubt of the answer to question 2 of the Severity Test. This could be e.g. labor inspector, social service department, child protection expert with NGOs or government.

## **AR4.5 REMEDIATION**

- 26. Prior to the audit, the CB shall develop and implement a documented procedure that informs the audit team of what to do in event that a (potential) case of labor abuse has been identified during the audit or during the off-site investigation. The procedure shall be aligned with the principles and procedures of effective remediation mentioned in Annex Chapter 5: Social and shall at least include:
  - a. General aspects:
    - i. Clarifying responsibilities of the audit team in case a (potential) violation is identified

 $<sup>^{46}</sup>$  A life-threatening situation means there is a strong possibility that the situation will lead to loss of life.



- ii. Adopting a people-centered safe-guarding approach, placing the safety, welfare and confidentiality of any at-risk person as the primary and paramount factor
- iii. Adapting to local context, legal framework and risks related to the CH
- iv. The audit team shall follow the Remediation Plan of the CH or if not available, not practical or deemed not appropriate, its own documented procedure, to minimize any risk to workers or other people involved.
- b. When (potential) cases are found during the audit:
  - v. Immediate safeguarding of (potential) victim(s) in case of abusive and dangerous situations, possible coercion and violence by employers or other people
  - vi. Establishing trust and obtaining consent of (potential) victim
  - vii. Investigating, gathering and securing of information and evidence. The audit team shall consider the likelihood that there are other persons impacted that have not yet been identified and take appropriate steps to identify those. The audit team shall collect signatures of all witnesses, as possible.
  - viii. Referral. Clarifying, after consent of the victim(s) and if safe to do so, which internal and/or external stakeholders to refer to. Also, in case it was farm management who was inflicting the violation.
  - ix. Safety of the audit team: The CB shall include how the audit team can ensure their own safety, see also Certification and Auditing Rules 2.12 on Audit termination.
  - x. Reporting of findings: The audit team shall record/document and report the issue, maintaining the anonymity and safety of the victim into account (among others, include the cases in the audit report and in the license request, keeping the identity of the victim anonymously).

**Note:** Whenever possible, the audit team may refer the victim to support from qualified professionals (e.g. psychological, medical or social assistance), or if they believe that the person is in immediate danger, a temporary safehouse or shelter for the child, always ensuring the best interests of the child are of primary concern.

- 27. Prior to the audit, the audit team shall review the Remediation Plan (as part of the Management Plan) of the CH and verify if the plan looks actionable and practical.
- 28. In all cases, the audit team shall prioritize the welfare of people when deciding how to inform employment site management of any nonconformity, including those leading to a negative certification decision.



#### AR4.6 AUDITING FREEDOM OF ASSOCIATION

The audit team shall follow the below requirements if there is a high or very high risk of nonconformity to the Freedom of Association (FoA) related requirements. There is a 'high' risk, in case there was a grievance, nonconformity in last year's audit on the related requirements or any pending or closed lawsuit on labor rights.

- 29. In case a nonconformity on FoA is raised, the CB shall consider whether the root cause is a form of discrimination.
- **30.** The audit team shall implement the following requirements in addition to the requirements in Section 2.10 Interviews and worker files review on performing interviews:
  - a. Off-site interviews: When possible and when security is ensured, the interviews related to workers' labor rights violations shall take place outside of the CH's limits (i.e. off-site), unless the workers request otherwise. The audit team will conduct such interviews, preferably, before the opening meeting, and during non-working hours and days, unless the workers request it otherwise.
  - b. The audit team interviews all workers that have reportedly suffered violations of their right to freedom of association, collective bargaining, or have been discriminated or mistreated because of their participation in a worker organization, whenever such information is available.
  - c. The CB shall ensure that when group interviews are part of the audit:
    - i. If there are both workers that are unionized and non-unionized, one group interview shall have only unionized workers and another group interview shall have only non-unionized workers.
    - ii. If there are workers affiliated to different trade unions/workers organizations, one group interview will have only workers affiliated with the same trade union/worker organization.
  - d. The audit team shall ensure a most representative sample is defined using stratified random sampling, considering workers related to the grievance/nonconformity/lawsuit, affiliated workers from all worker organizations and non-affiliated workers.
  - e. The audit team shall ensure union or workers organizations are interviewed either onsite or off-site, whatever option the representatives prefer.
- 31. In case there was a grievance or lawsuit and there is a final resolution in favor of a worker, the audit team shall identify if the situation was isolated or systemic, and if the corrective action has been effectively implemented. In case corrective actions have been properly implemented, the audit team does not need to raise an NC for the CH and the audit team shall record their evaluation of the effectiveness of corrective actions in the audit report/checklist.



#### AR4.7 AUDITING WAGES AND LIVING WAGE

### Applicable to farm audits and SC audits

- 32. For farm audits, prior to the audit the CB shall review the indicator data of Standard requirement 5.4.1 and is strongly advised to analyze the information the CH filled in the Rainforest Alliance Salary Matrix Tool (Annex S8), cross-check the data with information collected in point 33 below and identify if there are any inconsistencies, inaccuracies that need to be further investigated during the audit, for example workers are paid below the minimum wage, workers work overtime on a regular basis; or wage gaps between female and male workers.
- 33. Prior to the farm/SC audit, the CB shall collect and analyze the information, whenever available:
  - a. Information on applicable laws or CBAs on wages, benefits, deductions and working conditions, e.g.
    - i. National and/or regional minimum wage requirements
    - ii. Collective agreements that are in place, under negotiation, or recently expired
    - iii. Legal information about apprenticeship (wage and term) requirements and limits
    - iv. Legally required social benefits such as medical care, accident insurance, etc.
    - v. Legally and/or contractually permitted wage deductions
    - vi. Applicable law on working hours and standard work week
  - b. Context information on wages, e.g. national and/or regional average and/or median wage statistics, prevailing industry wage
  - c. Information related to in-kind benefits, e.g. regional data on average household expenditures and food basket
  - d. Living wage benchmarks as provided by the Rainforest Alliance in Annex \$10: Living Wage Benchmarks per Country, applicable to farm audits
- 34. Prior to farm/SC audit, the CB shall ensure that it has clearly communicated to the CH to make available for review during the onsite audit, at least:
  - a. Collective agreements that are in place, under negotiation, or recently expired (if not already shared with the CB prior to the audit)
  - b. Employment contracts and all terms of payment (including statutory deductions and payment of social benefits by employer)
  - c. Pay slips and payroll records for at least the last 12 months
  - d. Wage records, overtime and production records for all types/categories of jobs/function per gender



- e. Records of hours worked
- f. A record of cash allowances, bonuses disbursed, and in-kind benefits provided to types of workers or individually per worker (if applicable) and per gender
- g. Calculation of cost to employer for each of the in-kind benefits and supporting proof
- h. Pay system and calculation methods at the facility (piece rate vs. hourly rate, base rate vs. bonus)
- i. Documentation showing piece rate quota determination
- j. Benefit registers (showing time taken for sick leave, maternity leave, vacation, etc.)
- **35.** During the **farm/SC audit**, the audit team shall review a sample of documentation and records to assess remuneration, this includes at minimum:
  - a. From the 12-month of payroll records, the audit team shall verify at least 3 months' data, including one peak season month, one average and one low season (if applicable) for a total of 3 months of payroll.
  - b. For the 3 months sample, verify the filled in Salary Matrix Tool (farm audits) or other documented data on salary payments (SC audits), including a sample of worker files (pay slips) per number of worker files sampled as in Annex AR3: Calculating the number of worker interviews and worker files. And in case of high or very high risk, the CB shall increase the sample size 10% of what is defined in Annex AR3.
  - c. The audit team shall define a representative sample based on the demographics of the workers (e.g. male/female, permanent/temporary, hired by labor provider or service provider), the different wage data (bonuses, in-kind benefits, per season) and risks, including at least the most important type of workers as included in the Salary Matrix Tool "category of workers" (farm audits) or other documented data on salary payments (SC audits) and gender. The sample shall correspond to interviewed workers.
- **36.** For **farm audits**, the following scenarios could result in a nonconformity on Living Wage/minimum wages that may lead to a noncertification decision:
  - a. If during the audit, the audit team identifies if there is a mismatch or misrepresentation between the sources of information utilized to verify the validity of data in the Salary Matrix Tool and the filled-in Salary Matrix, or evidence that the CH does not support the assessed level of prevailing wages as per the tool, and the HR/Finance person in charge fails to offer a clear and valid explanation for such an inconsistency and/or inaccurate data.
  - b. If the sources of information utilized to verify the validity of the data do not match the entries in the Salary Matrix Tool.



- **37.** For **farm audits**, the following scenarios could result in a nonconformity on Living Wage/minimum wages that will lead to a negative certification decision:
  - a. Systematic lack of evidence or data, on a large scale, to support the validity of the remuneration of workers as per filled in Salary Matrix Tool (cash wage, in-kind benefits, bonuses, legal benefits, hours worked, piece rate rates, allowances and others that constitute the overall remuneration that workers are entitled to, based on applicable law, the applicable CBA and their individual employment contract); and/ or
  - b. One that relates to misrepresentation or falsifications of data and evidence on wages in the Salary Matrix Tool or existing documentation and systems at the CH.

#### **AR4.8 AUDITING LABOR PROVIDERS**

- 38. Prior to the audit, the CB shall ensure that the audit team has access to at least the following information related to each labor provider:
  - a. Name of person or company providing workers (legal name, if registered)
  - b. Contact details
  - c. Official/ national registration number, if available
  - d. Number of workers hired through each labor provider, including number of men/women/age of workers
  - e. Profile of the workers recruited through labor providers, including at least:
    - i. Type of jobs/tasks (e.g. skilled/unskilled)
    - ii. Working hours/time slots (e.g. certain shifts, days in the week, periods in the year/seasonality of work)
    - iii. Origin (e.g. which country/region)
    - iv. Primary language(s) spoken
- **39.** Based on above information, the CB shall identify any risk of vulnerability to certain labor issues related to Standard requirements 5.3 and 5.5.



- **40.** Prior to the audit, the CB shall request the CH to have the relevant documentation and persons readily available onsite during the audit related to the Standard requirements on labor providers, including at least:
  - a. Person responsible for oversight of and communication with labor providers regarding conformity with standard requirements
  - b. Documentation:
    - i. Copy of license or certificate by the competent national authority, if applicable
    - ii. Copy of contract between CH and labor provider
    - iii. Remuneration from CH to labor provider for services provided
    - iv. Contract between labor provider and worker
    - v. Remuneration from labor provider to worker
  - c. Whether or not they are present onsite for the audit, the audit team shall make its best effort to interview labor providers to collect information related to compliance.
- **41.** The CB audit team shall, in case there are multiple labor providers:
  - a. Verify compliance of all labor providers in each audit (i.e. not a sample).
  - b. Ensure that workers from different labor providers are included in the sample of worker interviews and worker files.
- **42.** During the audit, the CB audit team shall verify and confirm whether labor providers meet the relevant Standard requirements of 5.3 or 5.5, including triangulation of information with worker interviews. This includes, among others the assessment of:
  - a. Recruitment and hiring practices
  - b. Compensation and benefits (particularly for the lowest-wage workers)
  - c. Loans, advances, deposits and deductions
  - d. Discipline and termination
- **43.** The CB audit team shall verify the effectiveness of the system of the CH to ensure the labor providers comply with the applicable Standard requirements of 5.3 and 5.5, including but not limited to:
  - a. Scope of the system ensures conformity to all the relevant/applicable requirements
  - b. Recordkeeping by the CH of registration/licenses and documentation about labor providers



- c. Approach/clear procedure to determine when a contract with the labor providers needs to be terminated
- d. The employer does not misuse the contracting through labor providers to undermine worker protections
- **44.** During the audit and during the reporting phase, if the CB finds a nonconformity against the relevant Standard requirements (1.2.2, 5.3.9 or 5.3.10), it should clearly note the specific labor problem with any relevant standard requirements (5.3.1-5.3.8 or 5.5).

### **AR4.9 AUDITING HOUSING**

### Applicable to farm audits

The following requirements are applicable in case the Rainforest Alliance Farm Standard requirement 5.7 on housing apply.

- **45.** During the audit, the composition of the sample of houses to be visited shall be determined in a manner that is representative of all houses provided by management to workers, using stratified random sampling. The following sampling parameters shall be considered as a minimum:
  - a. Number of people residing in the house (if applicable, include housing where children are residing)
  - b. Differences in the types of houses (e.g. bathroom inside the house/outside the house or with electricity/without electricity)
  - c. Location of the houses (ensuring the most remote houses are also included)
  - d. Age of the housing
  - e. Housing in state of repair
  - f. Housing provided to different type of workers (e.g. permanent, temporary)
- **46.** The sample is:
  - a. At least the square root of the total habitable areas<sup>47</sup> on the farm. This number could be higher if the auditor identifies risky situations that require visiting more houses to confirm (non)conformity.
  - b. Increased by 10% in case the topic is identified as high or very high risk.
- 47. In case the audit team could not visit certain houses in the desired sample, this shall be reported in the audit report.
- 48. During the audit, the auditor shall (after requesting permission of the adult present at the house and/or the house owner), at least:

<sup>47</sup> Habitable area: area that at some moment in the year could be used as housing for workers. Please note that this habitable area shall also meet Standard requirement 5.7



- a. Inspect the outside of the house
- b. Visit all key areas inside the house, including the cooking area, bathing place, toilet, and one bedroom. If the toilet and/or bathing place are outside of the house, the auditor shall evaluate those as well.
- c. Inspect the functioning of the facility (e.g. if electricity is provided, check if all the sockets are working, if the toilet has a flushing system, make sure that it is working). This may be done through interview with the people living in the house.
- d. Conduct interviews with people living in the house, if applicable.
- **49.** To verify farm standard requirement 5.7.2, regarding children going to school, the audit team shall confirm and verify the closest distance from the entrance of the farm to the closest school.
- **50.** At least in the following cases the audit team shall issue a nonconformity:
  - a. In case there is a shortage of housing, for workers that are entitled to housing (when there are applicable laws in that country requiring the CH to provide houses to the workers). This is linked to Rainforest Alliance Farm Standard requirement 1.2.1 and/or 5.7.
  - b. A NC in one house is considered as a NC for the CH.
- 51. The CB shall follow the timeline for closing NCs in this document referring (see Timelines 1.7.10) and more specifically to the maximum timeline clarified in 1.7.10d on housing.

### **AR4.10 OFF-SITE INVESTIGATION**

### Applicable to farm audits

- 52. The CB shall perform an off-site investigation following the requirements in this Annex when high or very high risks of nonconformity on social topics have been identified by the CB (as per point 54 and 55) and/or the Rainforest Alliance.
- 53. The CB shall develop and effectively implement a documented procedure for determining the need for an off-site investigation. The objective of the procedure shall be to ensure that the CH activities do not compromise the integrity of the CB and/or the certification scheme. The procedure takes into account the safety of auditors.
- **54.** To determine the need for an off-site investigation, the CB shall:
  - a. Prior to the audit, use the CB's audit risk assessment, and if applicable the outcome of the stakeholder consultation, to evaluate if the relevant risk identified need to be addressed via off-site investigation, e.g. by taking into account the sensitivity of the topics, the risk that workers cannot be interviewed fully anonymous on-site and/or the risk that workers would not fully open up when interviewed onsite.



- b. During the audit, where it seems workers may feel more able to speak freely about any concerns off-site or where local actors, located outside of the CHs premises, might provide corroborative information or evidence.
- 55. If the need for off-site investigation is identified in audit preparation phase, the CB shall clearly indicate in preliminary and/or final audit plans that off-site investigations would be/were carried out. When communicating to the CH the need for an off-site investigation, the CB shall:
  - a. Use their judgment to determine how much detail to reveal to the CH when there is risk that the CH could influence the off-site investigation process. This is important when interviewing workers outside of the CH's properties, for example as in cases of investigating freedom of association and/or relevant topics related to working conditions.
  - b. Clearly state that the CH shall bear the costs involved.
- **56.** Off-site interviews with workers shall be at minimum with 2 workers to a maximum of 10 workers. If deemed needed, the audit team can decide to have up to 8 interviews with other local actors.
- 57. The CB shall document the outcome of this process and upload the results of such an off-site investigation into RACP.

#### **AR4.11 INTERVIEWING CHILDREN**

58. The audit team shall make efforts to interview children where and when appropriate.

**Note:** The auditor will respect the local/national legal requirements in having a conversation with children in the specific context.

- **59.** The audit team shall follow the below additional requirements when interviewing children:
  - a. All rules for interviewing adults in this document also apply to interviewing children.
  - b. Prior to the audit, the CB shall develop a documented set of possible questions to perform considering age-appropriate language for children that the audit teams may encounter during the audits. The CB shall ensure the questions are appropriately translated into the languages that the auditors use in their audits, and the audit teams have access to the latest version.
  - c. The audit team shall make the best effort to prevent any risk arising to the children participating in interviews.
  - d. The audit team shall obtain consent from the children, and if present, the consent from their parents or legal guardian, to participate in an informal conversation.
  - e. When possible, the audit team shall first interview children together in a group interview and only perform individual interviews if needed.
  - f. Presence of a trusted adult: Children shall be given the option of a familiar adult to be present during the interviews.



- g. The audit team shall make the best effort to select an appropriate location for interviews guided by considerations for the safety and privacy of the children.
- h. The interview shall take place at a time and location that children suggest or prefer and that safeguard the protection and safety of the child(ren) and their need for rest.
- i. The audit team shall clearly explain to the child prior to the interview:
  - i. The aim
  - ii. The process, including at least the reasons for having a conversation with the child(ren)
  - iii. The confidentiality
  - iv. How the information may be used and
  - v. What the rights of the children are in this process (not to participate, not to answer questions and right to complain about the way in which the interview was conducted or the content)
- j. The audit team shall let children answer in their own words and the Audit team shall ensure interpreters translate literally to ensure accuracy, following also the rules of <u>Annex AR11 Use of Interpreter</u>.
- k. If through the interview a potential case of child labor (severe or not) is identified, the audit team follows the rules in <u>Annex AR4.5</u> on <u>Remediation</u>.



# ANNEX AR5: USING GEODATA AND GEODATA RISK MAPS IN AN AUDIT

#### Applicable to farm audits

1. The geodata risk assessment supports the auditing process by providing an overview of (1) quality issues with the geodata in form of validation table, (2) deforestation and (3) encroachment into protected areas. The maps are the result of overlaying geospatial location data (farm unit(s)) of the member with other layers of information (forest cover, tree cover loss, protected areas). While the CH is preparing for certification, it is possible to update the geodata, every time this is done, the risk maps will be updated accordingly. Once the CB and the CH have signed a contract and confirmed this with RA, the CB will have access to the risk assessment results of the CH. The final geodata risk assessment results are created by the Rainforest Alliance, the results are:

- Geodata validation table
- Geodata risk table
- Deforestation risk map
- Protected area risk map

These results will be used for the onsite audit. The geodata used at this stage will be a combination of points and polygons, following the standard requirements. It will allow the CB to identify the farms to be included in the sample based on risks.

- 2. The CB shall use the most updated final geodata risk results to identify and assess the risks of the CH as part of its own audit risk assessment prior to the audit. The CB shall use the results of such risk assessment for preparing and executing the audit where applicable.
- 3. The CB shall verify at least the following during the audit preparation in order to evaluate the quality of the geodata provided by the CH (more information in Annex Chapter 1: Management).
  - a. Identifying unusual patterns for the location of the farms/sites (e.g. perfectly squared grid in which all points are equidistant from one another)
  - b. Identifying geodata location in unusual locations (e.g. in palm oil fields instead of the commodity under the audit scope) during the audit preparation
  - c. Identifying potential repetition of farm units within this CH and between this CH and other Rainforest Alliance-certified CH(s).
  - d. Determining whether geodata was taken following the guidelines provided by the Rainforest Alliance (more information in Annex Chapter 1: Management).



- 4. The CB shall verify at least the following during the onsite audit in order to evaluate the quality of the geodata provided by the CH:
  - a. The CB shall evaluate the credibility of location points/polygons collected by the CH by comparing them with the data collected by the audit team.
  - b. The audit team shall triangulate the evidence provided by the CH with evidence provided by the farmers for situations in which there is repetition of farms/farm units/sites within this CH and between this CH and other Rainforest Alliance-certified CH(s).
  - c. Geodata management (correct usage of farmer and/or farm/farm unit IDs in geodata collection and internal inspections by the CH).
  - d. Risk assessment methodology implemented by the CH to choose farm units for which to collect polygons.
- 5. The CB shall evaluate the goals for yearly geodata collection the CH has set up (e.g. did the group reach the % of geodata they had planned to collect every year, until the next improvement level?).
- **6.** The CB shall determine a representative sample by using a combination of the risk analysis conducted by the CB and the risk analysis done by the Rainforest Alliance (more information in Guidance D: "Geolocation Data Requirements and Risk Maps").
- 7. For an individual farm selected in the audit sample, the audit team shall give priority to visiting the farm units using the risk-based approach. The audit team shall make use of the RA final geodata risk assessment results.
- 8. Prior to the onsite audit, the CB ensures to have received and evaluated the geospatial data provided by the CH through the RACP in order to prepare and plan the audit. In case new/updated geodata is provided, the CB shall evaluate this new geodata and the new Rainforest Alliance risk maps produced with it. This geodata will be a combination of points and polygons for farms/farm units/sites as required in the standard (more information in "Use right document reference").
- 9. The CB shall verify the quality of the geodata provided by the CH (see 3 and 4 in this Annex) and assess the risk of deforestation and encroachment into protected areas on the field (Refer to Annex AR6: Auditing Deforestation and encroachment into protected areas). During the audit preparation, the CB shall decide which evidence to check in the field and at the MS and which data to cross check during the onsite visit.



- 10. The audit team shall ensure that the audit sample of farms to be visited is representative of the risk levels as identified in the risk maps of deforestation and protected areas.
  - a. At least 20% of the farms in the audit sample shall have high risk as identified in the geodata risk assessment. If the total number of high-risk farms in the group is smaller than 20% of the audit sample, all such farms shall be included in the audit sample.
  - b. At least 10% of the farms in the audit sample shall have medium risk as identified in the geodata risk assessment. If the total number of medium-risk farms in the group is smaller than 10% of the audit sample, all such farms shall be included in the audit sample.
  - c. If the CH does not have any high-risk farms, i.e. the highest risk level identified by the geodata risk assessment is medium, at least 20% of the farms in the audit sample shall have medium risk as identified in the geodata risk assessment. If the total number of medium-risk farms in the group is smaller than 20% of the audit sample, all such farms shall be included in the audit sample.
  - d. If number of farms identified as risky (medium/high) by the CB based on the extrapolation of the audit sample is greater than as identified in the risk assessment results, the audit team can increase the percentage of high/medium risk farms in the audit sample to evaluate potential systematic issues (See to Annex AR6: Auditing Deforestation and encroachment into protected areas and Certification Rules).

**Note:** The calculated number of risky farms to be included in the audit sample is always rounded up.

- 11. During the onsite or follow-up audit, the CB shall verify:
  - a. The audit team shall verify with the internal inspector or data collector the process of geodata collection (points and polygons) in the field. For this, the CB could accompany the relevant person(s) and evaluate whether geodata is being collected in the appropriate manner (refer to Annex Chapter 1: Management for more detailed information).
  - b. With the selected sample, the CB shall evaluate whether the location points/polygon provided coincide with the actual farm location visited during the audit. In addition, the CB shall respect the recommendations provided by the Rainforest Alliance in order to verify whether geodata is taken following Annex Chapter 1: Management.
  - c. Based on the type of geodata provided by the CH, the CB shall crosscheck this with data collected in the field to evaluate geodata quality (see 3 and 4 in this Annex).
  - d. Besides points "a" to "c" above, the CB shall consider the following for assessing the correctness of the geolocation data provided by the CH: device used by the CH vs device used by the CB for data collection, margin of error of different devices, internal conditions in the farm (high cliffs, rivers, irregular and dangerous terrain, etc.). When in doubt, the CB shall consult with the Rainforest Alliance.



- e. The CB shall verify if the risks for protected areas (PA) and deforestation identified by the Rainforest Alliance are indeed present in the field and evaluate the corrective actions that the CH should implement and/or whether the CH clearly presents nonconformities related to protected areas and/or deforestation that may lead to a negative certification decision. In such a case, the CB shall terminate the audit process (for more information, refer to Annex AR6: Auditing Deforestation and encroachment into protected areas).
- 12. When auditing deforestation and protected area risks, the CB shall collect the geodata of the group members' visited farms/farm units/sites (e.g. location points). In the case of polygons, the audit team should review the polygons for the farms with the highest risk levels. Based on this, the CB shall assess whether there should be a nonconformity about geodata. If as a result of the audit, the CH needs to correct and provide new geodata, the CB shall review this and assess whether this new information changes the Rainforest Alliance risk maps for PA and deforestation. If that is the case, the CB shall verify the new risks, as explained above in this Annex.
- 13. The audit team shall collect evidence mentioned below if during the audit a farm/farm unit that was indicated as having a risk for deforestation or encroachment into PA in the Rainforest Alliance geodata risk maps has no risk based on the field observations (more information in Guidance D: Geolocation Data Requirements and Risk Maps). The evidence shall include:
  - a. Group Member's identification number, Farm internal ID (for farms) and the Farm unit ID
  - b. The latitude and longitude (location point) of that farm/farm unit
  - c. For risk of deforestation:
    - i. Explanation of why conversion showed up in satellite images but would not mean conversion, for example:
      - 1. Forest plantations that are harvested and converted to agricultural use but would not mean conversion of natural ecosystem
      - 2. Farms' age older than the cut-off date
      - 3. Conversion found due to harvesting shade trees, etc. To reach the conclusion of whether deforestation was present, the following can be used: high resolution satellite imagery, pictures, drone images or other proof of field evidence that explains risk detection (high shade coverage, timber plantations in the surrounding etc.)
    - ii. Indication of the current land use type: forest, agroforestry or agricultural use
    - iii. Estimation of the size of the affected area in hectares
  - d. For risk of production in protected areas:
    - . Additional information that can show conformity (different classification of the PA provided by the government) this must be submitted to and reviewed by the Rainforest Alliance



- ii. Explanation of technical issues leading to wrong detection of protected area boundaries (for example, low resolution, other dataset used, etc.)
- iii. Permits granted by the government
- iv. Management plans of protected areas
- v. For medium risk (farms inside "Go" Protected Areas), evidence showing conformity with the <u>applicable</u> <u>law</u> and management plans for protected areas, as defined by the relevant authorities
- 14. When there is a systematic issue (see Section 1.7 Nonconformities and possible consequences of the Certification Rules), the CB shall raise a NC and the CB shall ensure that, when allowed, the closure of such a NC gives enough confidence that the risk has been effectively mitigated/addressed by the CH.
  - a. When the NC given can be closed, the CB may perform an onsite follow-up audit to verify that the issues have been properly addressed.
- **15.** As part of the license request process the CB shall provide:
  - a. Identification of all the group members' farms/farm units/sites included in the audit sample. For the deforestation and PA risk-based-part of the sample (as mentioned in point 10 above), indicate the reason for including them (e.g. deforestation risk, PA risk)
  - b. Geodata collected by the audit team of the group member's farms/farm units/sites visited as part of the sample (location points and/or polygons)
  - c. Updated geodata of the member (if applicable), explanation of findings by the CB, or provided by the member and assessed by the CB, when deforestation or encroachment into protected areas has been confirmed or when the CH is contesting the risk analysis provided by the Rainforest Alliance (refer to guidance "Geolocation data requirements and geodata risk maps").
- **16.** However, based on the risk level of the CH, the Rainforest Alliance reserves the right to request additional evidence as part of the license request process.



# ANNEX AR6: AUDITING DEFORESTATION AND ENCROACHMENT INTO PROTECTED AREAS

#### Applicable to farm audits

Following Annex AR5 on geolocation data and risk assessments, this Annex describes what to consider with respect to deforestation and encroachment into protected areas (PA) when preparing and conducting the audit.

- 1. The CB shall follow the requirements and guidelines in this Annex while performing an audit in which deforestation and encroachment into protected areas is part of the scope.
- 2. The CB shall use the **geodata risk assessment results** (see Annex AR5: Using geodata and geodata risk maps in an audit) as an indicator of risk of the CH. The CH might have excluded member farms from application to certification and the excluded areas will not be taken in the audit sample or evaluated; however, the audit team shall consider this as a risk indicator when assessing the overall risk of the certificate holder.
- 3. The audit team shall use the **final geodata risk assessment** in preparing the audit and choosing the audit sample (see Annex AR5: Using geodata and geodata risk maps in an audit).
- **4.** In addition to the geodata risk maps, the audit team shall use different factors to assess the geodata risks, including but not limited to, new production areas, purchases of new land, and new infrastructure, or large increases in production without the purchase of new land.
- 5. Prior to the audit, the audit team shall research whether there are protected areas and/or important ecosystems in the areas under the audit, and to be knowledgeable of the rules and laws of protected areas, including buffer zones, for the specific context of the audit. The results of such research shall be recorded by the audit team in corresponding certification file which will be made available to the Rainforest Alliance upon request.
- **6.** The audit team shall verify deforestation at different stages, i.e. in the farm, at the factory/processing unit and at MS level.
- 7. During the visit, the audit team shall verify signs of recent deforestation in the field such as:
  - a. Young age of crop trees
  - b. Young tree stumps
  - c. Recent changes in bordering trees
  - d. Colonization of open spaces by pioneer species
  - e. Cleared swaths in the forest or in production sites



- f. Signs of recent fires
- g. Recent cut wood logs
- h. High amounts of organic matter in the soil when compared to other production sites (used as indication) etc. (see Guidance M Natural Ecosystem and Vegetation for more guidance)
- i. The audit team shall take pictures of relevant evidences and retain the picture as part of the certification file at the CB. The CB shall make such pictures available to the Rainforest Alliance upon request.
- **8.** During visits of farm units with high deforestation risk or high risk of encroachment to protected areas, i.e. evidence of recent deforestation from geodata risk assessment as described above or identified as high risk by the audit team with new information found onsite, the audit team shall exercise professional skepticism that conversion or expansion has happened and shall follow up to confirm the risk (see also Annex AR5: Using geodata and geodata risk maps in an audit, point 13).
- **9.** The audit team shall effectively incorporate the topic of deforestation in interviews with farmers, workers and other stakeholders where applicable.
- **10.** To determine the severity of NCs on deforestation and encroachment into protected areas (Standard requirements 6.1.1 and 6.1.2), the audit team shall extrapolate the overall number of group members deemed non-compliant based on the audit sample and the risk assessment as follows:
  - i. If all audited risky farms were having NC, all risky farms shall be deemed non-conformant.
  - ii. If the number of member farms found to be non-conformant, is higher than those flagged in the risk maps, the audit team shall increase the geodata risk-based sample, and for the extrapolation assume all risky members are non-conformant, and add the additional members found to be non-conformant.
  - iii. If the number of member farms found to have converted after the cut-off date is lower than those flagged in the risk maps, there cannot be an automated extrapolation on nonconformities. However, in order to determine the overall risk for systemic issues (see Section 1.7 Nonconformities and possible consequences of the Certification Rules) on group level and to determine whether this will lead to non/de-certification, there shall be an extrapolation based on the percentage of risky members found nonconformant. For example, if 4 out of 5 risky audited group members are found to be nonconformant, the actual number of nonconformant members should be estimated at 80% of risky members. If there are 20 risky members, the extrapolation would be that 16 are nonconformant. If this is above 5% of the group, this is considered as a severe issue that leads to non/de-certification (see Section 1.7 Nonconformities and possible consequences of the Certification Rules).



- 11. To determine an NC of 6.1.2, encroachment into protected areas, the audit team shall consider the following:
  - a. If a farm/farm unit/site is in a protected area, the producer or group member cannot be certified unless the production is allowed under applicable law (see glossary of the Rainforest Alliance standard: National and ratified international laws that apply in a given context or situation.) National laws include the laws and regulations of all jurisdictions within a nation (local, regional, and national). International laws to which nations have acceded are also considered as applicable law.
  - b. The applicable law can constitute a certain zoning in a management plan (multi-use zones), a certain category of protected areas (IUCN categories IV, V, VI), or permits (for example, admitted farms); if production is happening in a protected area where production is not allowed ("no go" protected area IUCN category Ia, IB, II and III), the group member has to be excluded or the individual CH decertified/non-certified.
  - c. In any case of permitted production, there needs to be verifiable evidence that the production is allowed under applicable law; this includes clear boundaries in the form of polygons of the zoning or permit, for example, polygons of enclaves or admitted farms.
  - d. In the case that production is only allowed under certain conditions, the audit team shall verify that these conditions are met by the CH.
  - e. In case production is not allowed in the protected area or the conditions are not met, the group member or individual CH cannot be certified. For group/multi-farm CHs, the CB shall assess, based on the risk maps (assuming high risk members or sites are non-compliant), whether:
    - i. <=5% and <=5 audited member farms are nonconformant with 6.1.2; in this case the member farms shall be excluded from certification
    - ii. >5% or >5 audited member farms are nonconformant with 6.1.2: in this case, the CH shall raise an NC leading to non-certification or decertification (see Annex CR1: Geodata and risk maps)
- **12.** The audit team shall follow the following guidelines, for determining NCs for 6.1.1, conversion of natural forests and ecosystems, for group/multi-farm CH.
  - a. The CB shall issue a NC for all small and large farms on which deforestation or conversion of natural ecosystems have been found.
  - b. Scenario 1: The CB shall issue a **nonconformity** (systemic issue see Section 1.7 Nonconformities and possible consequences of the Certification Rules) leading to a **negative certification decision** if one of these 2 conditions are met:
  - The number of non-compliant small and large farms (after extrapolation) comprise more than or equal 5% of total number of farms in the group, or more than or equal 5 audited farms have been found non-compliant



- c. Scenario 2: The CB shall issue a NC and allow the CH to **exclude** the converted farms and implement proper corrective actions if:
  - The number of non-compliant small and large farms comprise more than 1% and less than 5% of total number of farms in the group and less than 5 audited members are non-compliant.
  - In addition, the CH has to exclude any group member that has converted more than 1% of the farm area or more than 10ha.
- d. Scenario 3: The CB shall issue a NC and allow the CH to **keep** the converted farms and to implement proper corrective actions if:
  - The number of non-compliant small and large farms comprise less than or equal 1% of total number of farms in the group.

In case of doubt, the CB shall consult the Rainforest Alliance before making the decision.

- 13. The CB shall follow the below guidelines in determining NCs for cases of conversion of natural forest and ecosystems for single farm CH:
  - a. If evidence of conversion was confirmed by the CB during the audit, and the converted area is less than or equal 1% of the farm area and less than or equal 10 ha (whichever is smaller), the CB can allow the CH to close the NC.
  - b. If evidence of conversion was confirmed by the CB during the audit, and the converted area is larger than 1% of the farm area or larger than 10 ha, the CB shall issue an NC that leads to a negative certification decision.
- **14.** In case the CH can close the NC (as described in point 11, 12 of this Annex), the CB shall follow the following guidelines on how to close NCs on deforestation (6.1.1), if possible:
  - a. For large farms:
    - i. In case the risk assessment results show risk of conversion and the CH still applies for certification because the deforestation is <1% of the farm size or maximal 10ha, whichever is smaller, the CB shall request prior to the audit a polygon of the converted area and the overall farm to show eligibility for certification. The CB shall also request the restoration plan that is the basis for the corrective action. The CB shall only accept such a plan that has been developed by a local ecologist, and the planned restoration must be (1) proportional; (2) equivalent; (3) additional; (4) permanent. The plan shall include intermediate time bound targets, clear responsibilities of activities, and a plan for monitoring at least once every three years. The plan shall be audited at the outset and the progress toward it shall be audited at least once every year based on monitoring results (see natural ecosystem/vegetation guidance).
    - ii. During the visit, the audit team shall evaluate the quality and accuracy of the polygons of the converted area and the overall farm area and shall verify the restoration plan as above.
  - b. For small farms:



- i. Approval and sanction system of the CH, if applicable, to prevent further deforestation. Implementation of awareness raising measures or training sessions to relevant audience.
- ii. Agroforestry plan to mitigate loss of prior conservation values by transitioning an area at least three times the converted area. The plan includes intermediate time bound targets, clear responsibilities of activities, and a plan for monitoring at least once every three years with the goal of reaching the agroforestry targets within six years. This plan is included in the management plan of the CH. The plan shall be audited at the outset and the progress toward it shall be audited at least once every year based on monitoring results (see Natural ecosystem/vegetation guidance).
- iii. Plan to collect polygons of farms units of all producers of medium and high risk of deforestation and encroachment to protected areas.

# ANNEX AR7: AUDITING TRACEABILITY IN FARM AUDITS

#### Applicable to farm audits only

- 1. Product flow verification:
  - a. The CB shall do a thorough credibility check of the estimations done by the CH.
  - b. The CB shall have a template to record the traceability done by its auditors.
  - c. CB shall verify at least the following documents as applicable to the context: harvest records, purchase records, purchase slips, status of the member farm, delivery slips, receipt at the processing unit, conversion or out turn of the product, sales record, stock, separation between different certification schemes, identification and segregation of the product.
  - d. The audit team shall verify at least the following at the individual and multisite producers:
    - i. Harvest records that contain the section or field number or plot where the product is harvested from, date of the harvest
    - ii. Number of workers employed for harvest
    - iii. Quantity harvested, dispatched to the processing or to the warehouse
    - iv. Transportation documents
    - v. Dispatch of products



- 2. At the IMS level, the audit team shall verify the following:
  - a. Binding and up to date contracts/agreements exist with all producers (member farms)
  - b. The member farms trade only through the IMS while claimed certified products
  - c. Confirmation that the product purchased by the IMS is only from the registered member farmers
  - d. Documented evidence that the member farms sell only from the registered and certified land
  - e. Receipts are issued to the farmers clearly indicating name of group member, group member ID, date, product type and volume
  - f. There is no conflict of interests between the member farms and the buying person(s)
  - g. The buying person(s) is sufficiently trained and are competent to carry out their work
  - h. Total volume/quantity of purchase is not more than the estimated quantity and /or actual harvest. If there is a deviation from estimation, the CB auditor shall record the reason for such variation.
  - i. There are sufficient identifiers or signages at the purchase, transport, storage and processing units to visually distinguish the certified products from the rest and store them separately. This is not applicable for mass balance products.
  - j. The documents accompanying the products during the transportation clearly mention the type of product, certification status
  - k. The buying person(s)/storage/processing unit staff are trained by the IMS and are competent to maintain the integrity of the product.
- 3. At the warehouse the following shall be verified:
  - a. There are sufficient identifiers or signages at the warehouse units to visually distinguish the certified products from the rest and store them separately. This is not applicable for mass balance products.
  - b. The facility pest management is not done with any prohibited pesticides listed in the standards.
  - c. The person(s) handing the warehouse are trained and competent to maintain the integrity of the certified product.
  - d. The materials leaving the warehouse are packed in such a way that there is no chance of any commingling or mixing without damaging the package.
  - e. Bulk products are transported in exclusive transport unit or with a clear separation.
  - f. There is a contract between the warehouse and the IMS/producer if the warehouse is not owned by the CH.



- **4.** At the processing unit, the following shall be verified at minimum:
  - a. List of product assortment processed
  - b. List of suppliers who supply the raw materials, their certification status
  - c. Labelling on the products (signages) on the products received so that the product's integrity is maintained
  - d. List of ingredients and their composition and their certification status in case of multi ingredient product
  - e. Process flow chart and appropriate conversion/outturn of the products
  - f. Products are identifiable from the receipt of raw material till the final product dispatch
  - g. Incoming raw materials are identified with the details of the source and certification status
  - h. Appropriate identification, separation and cleaning measures are in place to prevent commingling with or contamination by non-certified products at any stage
  - i. Facility pest management is not done with active ingredients included in the list of prohibited pesticides
  - j. Workers/staff are trained, competent and can ensure the integrity of the product
  - k. Records of quantity of the raw materials received, used for processing, processed final product for the last three years

Note: For initial certification audit, such records may be available for only the last one year.

- I. The traceability from the final processed product to the raw material supplied and its source is possible
- 5. The audit team shall verify at least the following at a buying center/buying intermediary:
  - a. List of farms it buys from and identification of certified ones
  - b. Purchase records indicating the certification status of the product
  - c. Sale records indicating the certification status
  - d. State of equipment used (e.g. calibration of scales, moisture meters, etc.)



- 6. Minimum product flow to be carried out:
  - a. Purchase receipts of the member farms selected as sample is crosschecked
  - b. At least one tracking from raw materials to processed and dispatched and the stock/balance. This may be done for a single day, month or season
  - c. Tracking from sales invoice to the raw materials
  - d. Plausibility of yield estimation for a period of 12 months, i.e. including volume of an entire production cycle.
  - e. All sales are documented and made available for verification including sale as certified, sale under different certification and conventional sales
- 7. In each audit step, the CB shall determine which of these verification activities be performed at which location with which actor depending on the activities that actor performs. For example, if a buying station performs processing activities, the CB shall perform applicable checks described in the rule for a processing unit.
- **8.** The audit team shall interview different persons involved in different steps of the product flow chart/map to triangulate information on traceability, among other topics. These persons include farmers, management system staff, workers, intermediaries, subcontractors, service providers (such as transportation agent/drivers). Please refer to Section Sampling of this document for more details on sampling requirements.
- **9.** The audit team shall always evaluate and/or confirm the authenticity of documents presented by the CH.

# ANNEX AR8: SUPPORT PERMITTED AND NOT PERMITTED DURING AN AUDIT

#### Applicable to farm and supply chain audits

- 1. Support permitted during an audit:
  - a. Describe examples of conformity with standard requirements that auditors have seen on other farms, without identifying the farm where the practices were seen.
  - b. Provide guidance manuals or other supporting materials to the CH that explain how to implement best practices for the Standard.
  - c. Describe a nonconformity during the closing meeting and in the audit report in such a way that the nonconformity is clear, so that the CH knows exactly what it needs to correct. The lead auditor may show photos of the nonconformities found during the audit with an explanation of the reasons for the lack of conformity.



- 2. Support not permitted during an audit:
  - a. Recommend specific actions or products for complying with the applicable requirements, including providing root cause, corrective actions, designs for operations-specific infrastructure, or write or participate in writing required plans, policies or procedures.
  - b. Give advice or directions, prescribe practices, or provide instructions to close nonconformities. They may, however, explain in detail the reasons that led to opening the nonconformities.
  - c. Provide support or consulting services that could affect their impartiality in assigning nonconformities, evaluating corrective actions and making certification decisions.
  - d. Combine or package offers or quotes for technical support with certification services
  - e. Mix support and certification activities in any way that violates any of the requirements in the Rainforest Alliance Assurance System.
- 3. The actions described in this section are permitted by the Rainforest Alliance but are not required. The CB shall consult the Rainforest Alliance if they have any questions or need more information about technical support during or related to certification processes.

# ANNEX AR9: ADDITIONAL REQUIREMENTS FOR PERFORMING AN INVESTIGATION AUDIT

#### Applicable to farm and supply chain audits

An unannounced audit performed to respond to a specific grievance, or an issue identified as high risk to the credibility of the program. This annex provides requirements for audit team performing an investigation audit.

- 1. The CB shall follow the requirements in the Certification Rules on investigation audits.
- 2. If the Rainforest Alliance or the CB determines that the complaint/issue merits an investigation audit, the complainant shall be informed of the summary of the audit results by the organization that performs the audit.
- 3. When the audit team decides to inform the CH in writing maximum 24 hours prior to the arrival of the audit team, such a written notification shall not disclose details that may affect the execution of the audit. They audit team may decide to disclose only the first date, the duration, composition of the audit team and the locations to be visited.
- **4.** When the audit is conducted without prior notification, the audit team shall share with the CH in the opening the audit plan (see requirements on audit planning and preparation). The audit team may decide to share less information when this will reduce the risk of not achieving the audit objectives.



- **5.** The investigation audit shall always be conducted onsite, unless the Rainforest Alliance authorizes the verification of evidence remotely, when conformity can be fully demonstrated through documentation.
- **6.** Depending on the scope, sample size and severity of the issues, the audit team shall implement the relevant rules/requirements in the auditing process (preparation, execution, reporting, decision making), as defined in this document, including its annexes.
- 7. Rainforest Alliance reserves the right to authorize the CB to have an investigation audit replaced by a regular audit, if these are already scheduled within two months from the date the complaint was received by the CB or the Rainforest Alliance.
- 8. The audited CH may reject the visit and request the rescheduling of the investigation audit only once and for proved reasons of force majeure, such as natural disasters, political conflicts in a region, epidemics or where the producer/representative of the CH can demonstrate medical reasons or previously acquired commitments limiting the access to evidence. However, Rainforest Alliance or the CB may decide to reschedule the audit immediately within 24 hours; if the organization rejects the audit a second time, the certificate shall be cancelled immediately.
- 9. The Rainforest Alliance reserves the right to assign investigation audits to CBs and to oversee the process.
- 10. The audit team shall follow the below additional sampling requirements:
  - a. If the complaint/issue pertains only to the performance of the management system regarding the applicable requirements, the investigation audit shall cover only to the requirements applicable to the management system.
  - b. If the complaint/issue pertains to the performance of one or more farms/sites regarding applicable requirements, the sample shall only consist of the farm(s)/site(s) included in the complaint.
  - c. If the audit team deems it appropriate, the size of the sample may be expanded up to a maximum equivalent to twice the number of farm(s)/site(s) included in the complaint/issue.
  - d. If the complaint pertains to both the management system and the farm(s)/site(s), both shall be included in the audit sample.
  - e. The audit team can increase the size of the sample by up to 40% to audit member farms/sites based on conformity issues detected during the audit that merit further investigation. The expanded sample can be to all those requirements linked to the conformity issues.
- 11. The investigation audit shall cover at least the requirements related to the elements within the complaint/issue. The audit process (planning, execution, reporting) shall clearly demonstrate this.
- 12. The audit team shall engage with the complainant and relevant stakeholders outside of the premises of the CH if appropriate. Outcome from such engagement activities shall be recorded as part of the audit package.



**Note:** Stakeholders to be considered include but are not limited to: social/environmental local authorities, representatives of the communities in which the CH to be audited is located, labor union representatives or other type of worker representatives, e.g. welfare committee, occupational health and safety committee, gender committee, Rainforest Alliance staff, such as CB Monitoring, Communications and country team.

- 13. When necessary, the organization performing the audit shall include technical expert(s) as part of the audit team to ensure the audit team has collective competence to achieve the audit objectives.
- 14. When an investigation audit is performed by a CB:
  - a. The CB shall inform the Rainforest Alliance of such an audit at minimum one week after the decision to perform that audit has been made.
  - b. The CB shall upload the detailed audit plan to RACP at least five days prior to the first audit date.
  - c. The CB shall decide when and how much information from the detailed plan that the CB wish to share with CH, provided that sharing of such information will not affect the achievement of the audit objectives.
  - d. The CB shall share with the Rainforest Alliance the draft audit report within one week after the last audit date.
  - e. The CB shall share with the Rainforest Alliance the final audit report within four weeks after the last audit date.

# **ANNEX AR10: COMBINED AND INTEGRATED AUDITS**

#### Applicable to farm and supply chain audits

This annex outlines to requirements for the CB when combined and/or integrated audits are part of the CB's services.

- 1. The CB shall only perform an integrated audit when there is full mutual recognition of the involved schemes.
- 2. The CB shall request permission from the Rainforest Alliance (to be obtained from <a href="mailto:cbmanagement@ra.org">cbmanagement@ra.org</a>) for conducting an integrated audit prior to the audit.
- **3.** For both combined and integrated audits, double selling of certified volume (i.e. selling the same volume multiple times under each scheme's programs) is not permitted. The CB shall ensure that it only perform the audit when the CH has signed a "No Double Selling Declaration" prior to the audit (to be obtained from <a href="mailto:cbmanagement@ra.org">cbmanagement@ra.org</a>).



- **4.** The CB shall perform a combined or integrated audit for different commodities (e.g. audit for scheme 1 is in coffee and audit for scheme 2 is in cocoa), only when the checklists include all applicable requirements of involved schemes.
- 5. The CB shall estimate audit duration for combined audits as follows:
  - a. MAD (double certification) = MAD (single certification) \* 1.5
  - b. MAD (triple certification) = MAD (single certification) \* 1.75.
  - c. For audits combining more than 3 schemes, the CB shall request the Rainforest Alliance for further guidance.

#### Note:

- The calculation of MAD (minimum audit duration) is explained in section 4.6 of this document.
- Double certification is understood as the audit covers the Rainforest Alliance certification and another similar certification programs
  and triple certification is understood as the audit covers Rainforest Alliance certification and two other certification programs in the
  same time.
- 6. The CB shall follow the requirements in Table AR10.1 if combined and/or integrated audits are offered by the CB.



Requirements	Combined	Integrated
Scheme permission	Not mandatory for the Rainforest Alliance	Mandatory, from involved schemes collectively
Auditor/certifier competence	Auditor/certifier separately approved per scheme	Full recognition of each other's approved auditors/certifiers
Audit checklist	Separate checklist per standard	One integrated checklist, listing:
		<ul> <li>all overlapping CPs (applicable to all standards to avoid duplication), and</li> </ul>
		<ul> <li>the additional individual CPs per standard that are not mutually recognized (if applicable)</li> </ul>
Audit preparation	Separate planning:	Joint planning:
	<ul> <li>One audit plan, indicating the specific samples and sample justification per scheme</li> </ul>	- One audit plan
		- One audit sample and justification
	<ul> <li>Multiple client self-assessment reviews per scheme</li> </ul>	- One client self-assessment review
Audit	Full audit per scheme:	One integrated audit:
	- Audit sample per scheme	- One set of samples
	- IMS audit per scheme	- One IMS audit
	- Internal inspection review per scheme	- One review of internal inspection
	- Interviews per scheme	
Alignment of certification validity periods	Per scheme, i.e. different validity timeframes following the guidelines/protocol of each scheme	Per scheme, i.e. different validity timeframes following the guidelines/protocol of each scheme
Alignment of certified volume	Certified volume ascertained per scheme, and CB shall verify the risk of double selling	Certified volume ascertained per scheme, and CB shall check the risk of double selling
Reporting	Separate audit report per standard	One integrated audit report

Table AR10.1: Combined and Integrated Audits



# **ANNEX AR11: USE OF INTERPRETER**

### Applicable to farm and supply chain audits

- 1. The CB shall develop and effectively implement a documented procedure for the selection and use of interpreters during audits and certification activities.
- 2. The CB shall ensure that there are no conflicts of interest between the interpreter and the related CH.
- 3. The CB and the interpreter shall sign an agreement inclusive of a non-disclosure agreement.
- **4.** The CB shall ensure an adequate number of interpreters are available to ensure communication between the audit team and the intended audience including management, workers and any other relevant stakeholders.
- 5. The CB audit team shall ensure that the interpreter does not act as an auditor including but are not limited to:
  - a. Conducting independent interviews or reviews of documents.
  - b. Making decisions on conformities or nonconformities.
- **6.** The CB shall ensure that the interpreter has received clear instructions from the CB/audit team before the audit to ensure the requirements in this Annex are fully implemented.
- 7. The audit team shall ensure that the interpreter does not alter or influence the meaning or direction of the communication being interpreted by the audit team or the auditee.
- 8. The interpreter shall not omit elements of the conversation to any of the stakeholders.
- **9.** When discussing social and/or sensitive aspects, the interpreter:
  - a. Shall remain neutral and avoid judgment or use of patronizing language or behavior.
  - b. Shall be aware of her/his impact on the interviewee.
- **10.** The audit team shall ensure that the interpreter is not a participant in the communication between interviewer and interviewee. The interpreter only facilitates their communication.
- 11. The interpreter shall not initiate any independent conversations with the interviewee unless instructed by the interviewer.
- 12. The interpreter shall always maintain neutrality towards the interviewee.