



F 0.1 Rights and Obligations

F 0.1 **Final Draft**

Version EN: July 2020



GMP+ Feed Certification scheme 2020

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FINAL DRAFT

Welcome

This Feed Certification Scheme document helps you to provide feed safety worldwide. By meeting the requirements set by GMP+ International together with our GMP+ Community, we aim to help you get the feed certification you need. Please read the information in this document carefully.

Let's make this work together!

1. Introduction

In managing and participating in the GMP+ Feed Certificate scheme (GMP+ Feed Certification scheme) several parties are involved. This document describes the rights and obligations for several parties. Besides these, other topics related to the functioning of the GMP+ Feed Certification scheme are addressed.

Many stipulations in this document are more specified or made explicit in other scheme documents. For definitions GMP+ International B.V. refers to F 0.2 *Definition list*.

2. Rights and obligations of GMP+ International

GMP+ International B.V. (GMP+ International) manages the GMP+ Feed Certification scheme. As such, GMP+ International has a number of rights and obligations:

- 2.1 GMP+ International develops and maintains all scheme documents. Scheme documents are published on the website of GMP+ International. GMP+ International notifies Accreditation Bodies, Certification Bodies, GMP+ Certified Companies and other Interested Parties about changes in scheme documents via newsletters and on the website [add link]. The previous versions of scheme documents are also available on the [website](#).
- 2.2 GMP+ International develops and maintains all IT-Tooling relevant for the GMP+ Feed Certification scheme.
- 2.3 GMP+ International is responsible to establish, amend and operate a procedure for acceptance of Certification Bodies for GMP+ certification.
- 2.4 GMP+ International is entitled to:
 - a) Maintain a publicly available register with necessary information as stated in Annex 7 of the CR 1.0 *Acceptation requirements*, about Certified Companies, Certification Bodies and Critical Location in the GMP+ Company Database
 - b) Publish the suspension and withdrawal of a GMP+ certificate, decided by the Certification Body.
 - c) Publish the suspension and withdrawal of an accepted Certification Body and to inform the Accreditation Body.

- d) To report a breach of the statutory requirements based on audits and EWS notifications to the concerned Certification Body as well as to competent authorities.
 - e) To implement additional requirements for Certification Bodies and/or GMP+ certified companies by way of an executive decree.
 - f) To give a Certification Body a binding instruction with regard to all requirements as stated in the GMP+ Feed Certification scheme. The Certification Body is obliged to comply with the binding instruction within the given time frame given by GMP+ International. Deviation from the given time frame is only possible after consultation with GMP+ International giving substantial reasoning and its approval.
 - g) To provide and withdraw full or partial exemption from the requirements of the GMP+ Feed Certification scheme.
- 2.5 GMP+ International shall publish the tariffs, applicable to Certification Bodies and GMP+ Certified Companies of the GMP+ Feed Certification scheme at the latest one month before the start of each calendar year.
- 2.6 GMP+ International must only be liable for damages incurred by a GMP+ certified company and/or Certification Body in case such damages are a direct result of neglect, intent and/or a violation by GMP+ International of its obligations under the GMP+ Feed Certification scheme, provided that such violation by GMP+ International was not due to insufficient or incorrect information provided to GMP+ International by the GMP+ certified company and/or Certification Body. In any case the liability of GMP+ International must be limited to EUR 250,000 per claim with a maximum of EUR 1,000,000 per calendar year.
- 2.7 GMP+ International is entitled, once a company is excluded from participation in the GMP+ Feed Certification scheme in accordance with article 5.9, to extend this exclusion to any other person, business or legal entity related to the excluded company, such as, but not limited to:
- a) A legal entity exercising decisive control in any way, whether directly or otherwise, on the excluded company, currently or has done so during the period of certification, or
 - b) A natural person exercising decisive control in any way, whether directly or otherwise, on the excluded company or the entity as mentioned under b above, currently or during the period of certification, or
 - c) any other member or affiliate of a group that the excluded company forms part of.
- 2.8 GMP+ International is entitled to exclude a former certified company/natural person for a longer period of time than mentioned in article 5.9 of this document, if previous non-conformities show that former certified company/natural person is not quality-minded or credible.
- 2.9 Any dispute between a GMP+ Certified Company, or a former certified company, as the case may be, and GMP+ International arising out or in connection with the GMP+ Feed Certification scheme must be settled in accordance with GMP+ F 0.5 *Dispute Procedure*.

3. Right and Obligations of Accreditation Bodies

This chapter specifies the GMP+ requirements for Accreditation Bodies (AB's) that provide accreditation services to GMP+ accepted Certification Bodies (CB's) who are offering GMP+ certification to GMP+ certified companies in accordance with the GMP+ Feed Certification scheme. The GMP+ Feed Certification scheme is evaluated by the European Accreditation (EA) Council as stated on the website of the Dutch Accreditation Council.

- 3.1 The AB must be a member of the European Accreditation Multilateral Agreement (EA-MLA) or member of the International Accreditation Forum Multilateral Agreement (IAF-MLA).
- 3.2 The AB must inform GMP+ International in case of any change on the membership status as stated in the previous stipulation.
- 3.3 The AB must meet the requirements stated in the ISO/IEC 17011 for accrediting CB's in accordance with GMP+ Feed Certification scheme, for the relevant scopes of accreditation.
- 3.4 If and to the extent applicable, the AB must comply with the IAF MD 16 "Application of ISO/IEC 17011 for the Accreditation of Food Safety Management Systems (FSMS) Certification Bodies" and to all related relevant IAF mandatory documents (MD).
- 3.5 The AB must appoint a contact person and/or program manager for the communication with GMP+ International. The program manager must attend at least one of the two annual GMP+ International harmonization meetings on invitation of GMP+ International, to assure knowledge regarding the GMP+ Feed Certification scheme.
- 3.6 The AB must verify that a signed GMP+ Feed Certification scheme License Agreement between the CB and GMP+ International is in place, prior to a CB's accreditation. Each CB must acquire the accreditation for the GMP+ Feed Certification scheme within one year after the date of signing the GMP+ Feed Certification scheme License Agreement.
- 3.7 The AB must conduct an (annual) on-site assessment at GMP+ accepted CB's as part of the accreditation process. The accreditation process must cover the requirements of the GMP+ Feed Certification scheme. The AB assessor (teams) must meet the relevant IAF mandatory requirements. Assessment must take place in accordance with ISO/IEC 17021-1:2015 and ISO/TS 22003:2013. In case of any deviation the AB must inform GMP+ International.

- 3.8 After a positive result regarding the assessment of the CB, the AB must provide the CB with an accreditation certificate and publish the accreditation on the website of the AB including the location(s) covered under the accreditation.
- 3.9 At the request of the AB a GMP+ International auditor can be present during accreditation audits to provide technical expertise.
- 3.10 The AB must witness one of the GMP+ qualified auditors of a GMP+ accepted CB as part of the initial accreditation process. The AB witness audit must meet all requirements established in IAF MD17 "Witnessing Activities for the Accreditation of Management System Certification Bodies".
- 3.11 The AB must notify GMP+ International on the status of the accreditation of CBs regarding the GMP+ Feed Certification scheme if and when the status changes.
- 3.12 Upon the request of the AB, GMP+ International can disclose compliance assessment audit reports and overall analysis, regarding GMP+ International accepted CB's, provided that each of the respective CB's has, prior to the disclosure, agreed to the disclosure of these documents in writing (Art. 5.4 of the CR 1.0 *Acceptation requirements*). The AB must not disclose such information and use it confidential as support during assessments conducted by the AB.

4. Right and Obligations of Certification Bodies and critical locations

- 4.1 The Certification Body, accepted by GMP+ International to perform GMP+ Feed Certification audits and issue GMP+ certificates, must be a legal entity, or a defined part of a legal entity that can be held legally responsible for all its certification activities. A governmental Certification Body is deemed to be a legal entity on the basis of its governmental status.
- 4.2 The Certification Body and its critical location(s) are obliged to comply with the requirements as mentioned in the GMP+ Feed Certification scheme and the CR 1.0 *Acceptation requirements* of the Certification Body.
- 4.3 A Certification Body, after its certification decision, is entitled to:
- issue a GMP+ certificate to a company, provided that the company complies with all relevant requirements of the GMP+ Feed Certification scheme.
 - Suspend or withdraw a GMP+ certificate of a certified company, if the certified company, does not comply with the requirements of the GMP+ Feed Certification scheme.
- 4.4 The Certification Body or its critical location is obliged to keep the GMP+ Company Database up to date.
- 4.5 The Certification Body or its Critical Location must comply, within a period as determined by GMP+ International, with:
- Additional requirements,
 - Amendments to the GMP+ Feed Certification scheme.
- 4.6 Certification Bodies are obliged to pay the applicable fees as published by GMP+ International. The Certification Bodies involved are responsible for paying the annual fees for its critical locations.

5. Rights and Obligations of companies

- 5.1 A company must be a legal entity and must have a legal business registration at the competent authority in the country in which it is based.
- 5.2 A company that wishes to be GMP+ certified, must submit an application for GMP+ certification to an accepted Certification Body. The company must comply with all requirements and obligations set out in the valid version of the GMP+ Feed Certification scheme and the certification agreement with the Certification Body. After successfully completing the initial audit, the certification procedure and all other obligations, the Certification Body can after a positive certification decision issue a GMP+ certificate to a company.
- 5.3 In the event of amendments of the GMP+ Feed Certification scheme, the GMP+ Certified Company must comply with the amended requirements and/or temporary additional requirements within a period as determined and published by GMP+ International.
- 5.4 A Business location(s) of a GMP+ certified company distinguishable by location or function where GMP+ activities are carried out, must become certified under a scope of the GMP+ Feed Certification scheme.
If at a Business Location of a Participant other non-certified companies carry out activities that fall under the scope(s) of the GMP+ FC scheme, each of them must be GMP+ certified, or certified by another scheme which is accepted within the GMP+ FC scheme. See for acceptance of other schemes GMP+ TS 1.2 *Purchase*.
- 5.5 The GMP+ certified company is obliged to inform its Certification Body within 48 hours about changes in feed activities, covered by a scope of the GMP+ Feed Certification scheme, the organization or the context in which the management system is operating.
- 5.6 In case:
- a) The acceptance of the Certification Body, by which the GMP+ certified company was certified, is withdrawn by GMP+ International, or,
 - b) The Certification Body terminates the GMP+ Feed Certification scheme License Agreement with GMP+ International, or,
 - c) The Certification Body terminates the certification agreement with the GMP+ certified company,
- the GMP+ Certified Company must enter into a certification agreement with another Certification Body within 3 months following the effective date of the withdrawal or termination.
- 5.7 By entering into a certification agreement, the GMP+ certified company allows:
- a) The competent authorities to inform GMP+ International about noticed non-compliance regarding legal requirements related to feed safety aspects; and
 - b) GMP+ International to inform the competent authorities about noticed non-compliance regarding legal requirements related to feed safety aspects.

- 5.8 GMP+ International has agreed on mutual recognition with several other feed safety schemes. In these bilateral agreements is - among others - stipulated that other schemes can request to conduct together with GMP+ International an audit at a GMP+ certified company when there are concerns about compliance with the feed safety standards. The GMP+ certified company is obliged to cooperate with such an audit
- 5.9 In a situation where a GMP+ certified company is confronted with an extraordinary event the GMP+ certified company is obliged to inform the Certification Body and/or its Critical location. Examples of extraordinary events may exist of but are not limited to:
- a) The GMP+ certified company does not exist anymore because it is destroyed by terrorist acts or acts of war or is taken over by soldiers or rebels;
 - b) The GMP+ certified company is closed by the head office because the region in which it is based is not safe;
 - c) The GMP+ certified company cannot be audited because the region is not safe to be visited by auditors from the Certification Body and/or its Critical location.
- 5.10 A GMP+ certified company/natural person (see article 2.8) will be excluded for a least 12 months from re-applying for participation in the GMP+ Feed Certification scheme if:
- a) its GMP+ certificate is withdrawn by the Certification Body because of noncompliance (see article 5.3 of the CR 1.0 *Acceptation requirements*).
 - b) A certificate is withdrawn by the Certification Body of other certification schemes which GMP+ International considers as equivalent.
- 5.10 A GMP+ certified company is not allowed to source products or services as gatekeeper from a supplier if:
- a) this supplier is excluded from participation because of suspension or withdrawal of the GMP+ certificate,
 - b) the certificate of this supplier is withdrawn by the Certification Body of other certification schemes which GMP+ International considers as equivalent.
- 5.11 During the validity of a GMP+ certificate, a GMP+ certified company is entitled to transfer to another Certification Body.
- 5.12 Any dispute between a GMP+ certified company and a Certification Body as well as between a GMP+ certified company and GMP+ International arising out or in connection with the GMP+ Feed Certification scheme must be handled in accordance with GMP+ A4 Disputes Procedure.

6. Use of GMP+ FC Logo's / Trademarks

- 6.1 GMP+ International exclusively grants the accepted certification bodies and GMP+ certified companies (defined as "Users" for the purposes of this article 6) the right to use the logo's and/or trademarks of GMP+ International. GMP+ International is entitled to withdraw this right at any moment. GMP+ International may, at its discretion, ask the user to remove logo's and/or trademarks.
- 6.2 The use or display of the GMP+ Feed Safety Assurance module (GMP+ FSA) and/or GMP+ Feed Responsibility Assurance module (GMP+ FRA) Logo does not constitute proof that the company is certified. A GMP+ FSA and/or GMP+ FRA logo is only valid if the company concerned is listed as certified in the GMP+ Company Database on the GMP+ website.
- 6.3 The Logo's and/or Trademarks must, in terms of design and colors, be equal to the original provided by GMP+ International. GMP+ International is offering the GMP+ FSA and GMP+ FRA Logo's also in black and white. Each of the Users is only entitled to display the Logo's and/or Trademarks as follows:
- a) On or near its Business Location or transport vehicle;
 - b) On its documents, but only in case the delivered products or services are produced under the scope of a GMP+ certificate;
 - c) On its website;
 - d) It is not allowed to use the GMP+ FSA Logo on or nearby GMP+ certified (produced) products;
 - e) It is allowed to use the GMP+ FRA logo on or nearby the GMP+ certified (produced) products;
 - f) Companies that have a temporary acceptance are not allowed to make any use of the GMP+ Logo's and/or Trademarks.

Guidance

GMP+ FSA Logo	Allowed on	NOT allowed on
<i>Label</i>		X
<i>Packaging (for example bags/big bags, bulk packaging, pallets).</i>		X
<i>Transport document (not attached to the product or packaging)</i>	√	
<i>Invoice (not attached to the product or packaging)</i>	√	
<i>Specification sheet (not attached to the product or packaging)</i>	√	
<i>Brochures, advertisement (not attached to the product or packaging)</i>	√	

- 6.4 Any GMP+ certified company becoming aware of any misuse of the Logo's and/or Trademarks must immediately report such misuse to GMP+ International. Without prejudice to the authority of GMP+ International, each Certification Body is jointly with GMP+ International authorized to bring a claim against any person or entity misusing the Logo's and/or Trademark.
- 6.5 Users are not allowed to:
- create or use a Logo with references to the Logo's and/or Trademarks of GMP+ International;
 - register, in whole or in parts, the Logo's and/or Trademarks or any alteration thereof;
 - Use the Logo's and/or Trademarks as and/or as part of a company name, trade name, product name or service name.
- 6.6 Any User acting in violation of this article must be liable towards GMP+ International for any and all damages and costs incurred.

GMP+ International

Braillelaan 9

2289 CL Rijswijk

The Netherlands

t. +31 (0)70 – 307 41 20 (Office)

+31 (0)70 – 307 41 44 (Help Desk)

e. info@gmpplus.org

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