

## FSSC CERTIFICATION AGREEMENT ADDENDUM

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This Certification Agreement Addendum sets out the FSSC 22000 Scheme Specific requirements and is additional to the requirements specified in F101-6 Certification Agreement.

### Additional FSSC Requirements

FSSC Annual Fee	Intertek shall charge clients certified against the Scheme an annual fee which is payable to the Foundation. The fee is determined by the Foundation and is reviewed annually. Intertek will pass on any increase in fees to its clients.
FSSC Logo Usage	<p>The use of the FSSC 22000 logo represents achievement of certification. To maintain its integrity, use of the logo and protection of its copyright is controlled by the Foundation.</p> <p>Mentioning possession of a FSSC 22000 certificate or making any reference to certification, such as, "Produced in a FSSC 22000 certified company" on a product label or product packaging, etc. is not permitted.</p> <p>Intertek will audit the use of the FSSC 22000 logo by certified Clients during every initial, surveillance and recertification audit to ensure compliance with the rule for use of logo described in section 2.5.5 of Part II Food Safety System Certification 22000 v6. Any non-conformity associated with the use of the logo will require the organization to take remedial action to restore conformity.</p>
Significant Changes	<p>Once certification has been granted, any significant changes that affect the fulfilment of the requirements for certification must be communicated to Intertek within (3) working days. These include changes relating to:</p> <ul style="list-style-type: none"><li>• Legal, commercial, organisational status or ownership</li><li>• Organisation and management (e.g. key managerial, decision making, or technical staff)</li><li>• Organisation names contact address and site details,</li><li>• Scope of operations and product categories covered by the certified management system.</li><li>• Major changes to the food safety management system and / or processes</li><li>• Any other changes that render the information of the certificate inaccurate</li></ul> <p>Clients shall seek advice from where there is doubt over the significance of a change.</p> <p>Intertek will assess the changes and determine whether a visit is required to confirm the validity of the certification in place. Should a visit be required a</p>





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further fee will be payable. Any changes to certification scope or certification status will be reflected in the FSSC Register of Certificated Organizations.

Serious Events	<p>Clients shall immediately, within 3 working days, inform Intertek about serious events that impact food safety and / or the integrity of the certification and the organization's entry in the FSSC 22000 Register of Certified organizations. These would include but are not limited to:</p> <ul style="list-style-type: none"><li>• Situations that pose a threat to food safety or certification integrity as result of Force Majeure, natural or man-made disasters such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking and other natural or man-made disasters.</li></ul> <p>Intertek will assess the situation and will take appropriate action including verification, suspension or withdrawal of the certification in place. Should a visit be required a further fee will be payable. Any changes to the certification status of the Client will be reflected in the FSSC Register of Certificated Organizations.</p>				
Serious Situations	<p>Clients shall immediately, within 3 working days, inform Intertek about Serious situations are those related with where the integrity of the certification is at risk and/or where the FSSC Foundation can be brought into disrepute. These include, but are not limited to:</p> <ul style="list-style-type: none"><li>• Public food safety events (e.g., public recalls, withdrawals, calamities, food safety outbreaks, etc.);</li><li>• Actions imposed by regulatory authorities as a result of a food safety issue(s), where additional monitoring or forced shutdown of production is required;</li><li>• Legal proceedings, prosecutions, malpractice, and negligence; and</li><li>• Fraudulent activities and corruption.</li></ul> <p>Intertek will assess the situation and will take appropriate action including verification, suspension or withdrawal of the certification in place. Should a visit be required a further fee will be payable. Any changes to the certification status of the Client will be reflected in the FSSC Register of Certificated Organizations.</p>				
Non-conformity Grading	<p>There are three levels of non-conformity:</p> <table border="1"><thead><tr><th data-bbox="492 1685 623 1717">Level</th><th data-bbox="623 1685 1468 1717">Definition</th></tr></thead><tbody><tr><td data-bbox="492 1717 623 1867">Critical</td><td data-bbox="623 1717 1468 1867">A critical nonconformity is issued when there is a significant failure in the management system, a situation with direct adverse food safety impact and no appropriate action is being observed or when food safety legality and/or certification integrity is at stake,</td></tr></tbody></table>	Level	Definition	Critical	A critical nonconformity is issued when there is a significant failure in the management system, a situation with direct adverse food safety impact and no appropriate action is being observed or when food safety legality and/or certification integrity is at stake,
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	<p>Non-conformities will be handled in accordance with the procedures described in FSSC 22000 v61-part III, Non-Conformities</p> <p>The use of opportunities for improvement (OFI) during a FSSC 22000 audit is <u>not allowed</u> by the FSSC22000 Scheme</p>				
Unannounced audits	<p>An unannounced audit will be conducted on one of the annual surveillance audits per certification cycle as determined by Intertek. The unannounced audit takes place during operational working hours including night shifts. The execution of the unannounced audit will be within the calendar year that Intertek has decided to comply with the 3-year cycle.</p> <p>When there are legitimate business reasons, blackout days may be agreed in advance between Intertek and the Client to avoid periods of extreme inconvenience during which the client would find it difficult to participate fully and /or there is no production.</p> <p>The audit will start with an inspection of the production facilities commencing within 1 hour of the auditor arriving on site. Audit plan to be agreed at the startup of the unannounced audit.</p> <p>The unannounced audit shall be conducted as a full audit covering requirements of the standard per the calculated duration. If this is not possible, then additional time for a special visit shall be arranged before finalizing the audit. Should an additional visit be required a further fee will be payable.</p> <p>Refusal to participate in the unannounced audit will result in immediate suspension of the certificate, and Intertek shall withdraw the certificate if the unannounced audit is not conducted within a six-month timeframe. If access is denied to the auditor the Client will be liable for all costs.</p>				
Foundation Requirements	<p>By making this application the Client is consenting to the following:</p> <ul style="list-style-type: none"><li>sharing of information concerning the Clients organization with the Foundation and governmental authorities when appropriate,</li><li>upload of the audit report and certification status information to the FSSC database and public Register of Certified Organizations</li></ul>				



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- for the purposes of the FSSC 22000 Integrity Program, to allow assessors from the Foundation on their premises to witness the Intertek's auditors during FSSC 22000 audits.
- As per the Scheme V6, Part 3, Section 4.4 - Contract (5), the certified organization allows the CB to share information relating to the certification and auditing process with the Foundation, their Accreditation Body, the IAF, GFSI and governmental authorities when required.

Audit Report and Certificate	The audit report and certificate remains the property of Intertek.
Scheme Updates	In-between Standard revisions the Foundation may publish guidance documents or position statements these are downloadable from the FSSC.