

RAINFOREST ALLIANCE

CERTIFICATION PROGRAM

CERTIFICATION AND AUDITING RULES FOR SUPPLY CHAIN



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ABOUT THE 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 questions 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 www.rainforest-alliance.org or contact info@ra.org. Also, reach the Rainforest Alliance Amsterdam Office at De Ruijterkade 6, 1013AA Amsterdam, The Netherlands.

For help in obtaining a Rainforest Alliance certificate reach out to our Customer Success team at customersuccess@ra.org

The Standard Requirements are binding and must be complied with for certification.

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A-17-SCRL-B-SC-V1.0 Certification and Auditing Rules for Supply Chain

Applicable to:

Supply Chain Certificate Holders, Certification Bodies, Rainforest Alliance

Country/Region:

All

Crops:

All crops in the scope of the Rainforest Alliance certification program; please see Rainforest Alliance Crop List.

Type of certification:

Supply Chain

KEY CHANGES TO THE CERTIFICATION AND AUDITING RULES

Topic	Requirement	This version	Reasoning
Regenerative Agriculture	throughout	Added references to the Regenerative Agriculture Standard as they relate to the Supply Chain Requirements.	Supply chain CHs will now be able to add Regenerative Agriculture volumes to their certification scope.
Regenerative Agriculture	1.1.1	Supply Chain CHs will be able to add Regenerative Agriculture volumes to their certification scope.	Publication of the new Regenerative Agriculture offerings.
Surprise audits	2.3	Reduction of surprise audits to 5% of the CB annual portfolio.	Based on CB feedback and relatively low supply chain risk.
Certificate expiration	2.3.13	If the CH fails to have their audit before the expiration of their certificate, they will no longer be able to purchase, process, or sell certified volumes.	Clarity.
Certificate validity	3.1.2	Adds clarity around certificate validity.	Clarity.
Extension for an additional standard/volume type	3.1.13	Adds the possibility to add volumes of another type, such as Regenerative Agriculture volumes to the certification scope.	To allow SCAs to add Regenerative Agriculture volumes to their scope through an extension audit.
Quality control	9.1.13	Rainforest Alliance will carry out additional quality control on audit processes.	Increased assurance.

INTRODUCTION

The Rainforest Alliance is an ISEAL code-compliant member, 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 Code of Good Practice for Sustainability Systems.

Overview of Assurance Rules & System

The Assurance Rules establish the rules for the various elements that provide assurance for the Supply Chain Certification Program. The rules are composed of two core documents:

- 1. Rainforest Alliance Certification and Auditing Rules for Supply Chain**
- 2. 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 requirements of the Rainforest Alliance Certification Program. 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.

USING THIS DOCUMENT

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**.

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
- CBA: Collective Bargaining Agreement
- CH: Certificate Holder
- CL/FL/D/WVH: Child labor/forced labor/discrimination/workplace violence and harassment
- DI2: Duration of Individual Interviews
- FoA: Freedom of Association

- GPS: Global Positioning System
- GPF: Group Proximity Factor
- IDE: Interview Duration Estimate
- MAD: Minimum Audit Duration
- MS: Management System
- NC: Nonconformity
- NGO: Nongovernmental Organization
- NII: Number of Individual Interviews
- PA: Protected Area
- QMS: Quality Management System
- RA: Rainforest Alliance
- RACP: Rainforest Alliance Certification Platform
- RCA: Root Cause Analysis
- RF: Risk Factor
- MT: metric ton

Implementation

In this document, the term “CB” is used to refer to authorized CBs, unless otherwise noted. 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 cbcert@ra.org. In the event that a CH does not have a valid contract with a CB, the request shall be submitted to customersuccess@ra.org. The Rainforest Alliance reserves the right, at its sole discretion, not to accept a deviation from any of the requirements.

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 www.rainforest-alliance.org.

Key Rainforest Alliance Documents:

- Rainforest Alliance Sustainable Agriculture Standard: Farm Requirements
- Rainforest Alliance Regenerative Agriculture Standard: Farm Requirements
- Rainforest Alliance Supply Chain Requirements
- Rainforest Alliance Rules for Certification Bodies
- Rainforest Alliance Certification Rules for Farms
- Rainforest Alliance Auditing Rules for Farms
- Rainforest Alliance Certification and Auditing Rules for Supply Chain

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

Technical support: CHs can contact customersuccess@ra.org for assistance in accessing or using the Rainforest Alliance systems, seal use and trademarks.

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

- certification@ra.org for questions about the Rainforest Alliance standards and Certification Rules,

communication about partners (e.g. suspensions and withdrawals of certificates and activations)

- cbmanagement@ra.org 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: <https://www.rainforest-alliance.org/business/sustainable-farming/farm-certification/questions-and-complaints>

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 or vice versa, the strictest rule always prevails. For more information, refer to the Rainforest Alliance standard documentation: Sustainable Agriculture

Standard, Regenerative Agriculture Standard, Supply Chain Requirements.

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 analyze each specific situation and communicate the corresponding decision.

PART ONE: CERTIFICATION RULES

CHAPTER 1: INTRODUCTION

Objectives

- To establish requirements for prospective 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 audit.
- To establish a process for CHs to become or remain part of the Rainforest Alliance Certification Program.

Applicability

This document applies to:

1. Supply Chain Certificate Holders (CHs) that want to get certified for the Rainforest Alliance Supply Chain Requirements for one or more of the Rainforest Alliance standards.
2. Authorized Certification Bodies (CBs) that want to certify their clients under the Rainforest Alliance Certification Program.
3. The Rainforest Alliance.

Process requirements for certification supply chain certificate holders

To promote sustainable agriculture, the Rainforest Alliance has developed multiple standards, including the Rainforest Alliance Supply Chain Requirements. Certificate Holders that want to sell and/or buy their product as Rainforest Alliance Certified under these requirements shall meet all applicable requirements and comply with the rules in this document.

1.1. CERTIFICATION SCOPE

- 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. Traceability level (if applicable)
 - e. Risk
 - f. Rainforest Alliance Standard(s) of the associated volumes
- 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 for compliance with the Rainforest Alliance certification program requirements, of its entire certification scope.
- 1.1.3** A supply chain CH shall select the Rainforest Alliance Standard(s) associated with corresponding volumes in which they trade. While there is only one set of Rainforest Alliance Supply Chain Requirements, the CH shall specify the standard(s) associated with the supplied volumes, such as the Sustainable Agriculture Standard and/or Regenerative Agriculture Standard.
- 1.1.4** 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
- h. Nuts
- i. Tea
- j. Vegetables

1.1.5 Byproducts of the certified crops may be certified on a case-by-case basis.

1.1.6 A CH shall include one or more activities in the certification scope from the list below:

- a. Trading
- b. Warehousing
- c. Processing and/or manufacturing
- d. Packing

1.1.7 A supply chain CH may include one or more entities in the certification scope. Types of entities are:

- a. Sites
- b. Subcontractors¹

¹ 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.

- 1.1.8** An entity is in scope of certification if any of the following apply:
- a. Site or subcontractor is involved in the processing of certified products.
 - b. Site purchases and sells certified products.
 - c. Site purchases certified product but does not make a claim on it.
 - d. Site or subcontractors who take physical possession of product and are in a country that is medium or high risk for social topics according to the Rainforest Alliance Risk Maps.
- 1.1.9** Entities that are out of scope of certification do not need to get certified. An organization is out of scope of certification if any of the following apply:
- a. A transportation entity that does not modify the product in any way.
 - b. Site or subcontractor distributes a final consumer-facing product and does not make any modifications to the product.
 - c. Retail and Brand Owners who do not perform packing or processing activities.
 - d. Subcontractors and storage facilities who are not processing and are not in a country that is medium or high risk for social topics.
- 1.1.10** The combination of entities included in the certification scope shall determine the certification option and applicability of the requirements. For more information, refer to the certification options described in this document.
- 1.1.11** CHs that cover different entities in their certification scope shall take full responsibility for all those actors to comply with the requirements and process that apply to them.
- 1.1.12** CHs are responsible for confirming that their suppliers and buyers hold a valid certificate when certification is required.
- 1.1.13** The CH shall demonstrate conformity with 100% of requirements that apply and are mandatory to its certification scope to become or remain part of the Rainforest Alliance certification program.

Verification scope²

1.1.14 All requirements of the **Rainforest Alliance standard(s)** that are applicable to the certification of a CH shall be verified for the CH to demonstrate conformity. Verification takes place through various forms of audits as described in the *Verification of Conformity* sections.

- a. The same Supply Chain Requirements apply to both Sustainable Agriculture Standard certified volumes and Regenerative Agriculture certified volumes. The CH shall demonstrate compliance with the requirements for all Rainforest Alliance certified volumes.

1.1.15 The CH shall demonstrate conformity of all entities in its certification scope as of the start date of their endorsement or certificate OR the date of first purchase of certified product up to **3 months** prior to the issue date, whichever is earlier.

1.1.16 Verification of conformity with all applicable requirements shall be done through verification of the 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 handling and processing certified 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. Leased areas inside the CH's facilities
- d. Workers, worker representatives, CH management, and owner representatives
- e. Workers and their families who live temporarily or permanently at the CH's facilities

² 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)

- f. Subcontractors and intermediaries included in the certification scope
- g. All documentation considered relevant to determining conformity with the Rainforest Alliance Supply Chain Requirements
- h. Residents of surrounding communities who are or may be directly affected by the CH's activities
- i. Documentation related to trading of the certified and non-certified product handled by the CH
- j. 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
- k. Data collected according to the indicators

Subcontractors

- 1.1.19.** Subcontractors that are required to obtain certification may be included in the Rainforest Alliance certification program under the following options:
- a. As part of the certification scope of one CH or more CHs
 - b. Subcontractors may also be certified independently
- 1.1.20.** Subcontractors that are not required to obtain certification are the responsibility of the certified CH making use of their services for compliance with the Rainforest Alliance program rules.
- 1.1.21.** Subcontractors shall comply with all requirements applicable to their scope, depending on the activities carried out, for example traceability, use of seal, etc.

Option	Conditions that apply
1.1.22. Subcontractors included under the scope of one or more CHs	a. The CH making use of the services of the subcontractor shall take full responsibility of the conformity of the subcontractor before they can be included into their scope. b. In case a subcontractor is included in the certification scope of several CHs, the subcontractor shall be included in the verification scope and certification process of all CHs that use their services. c. The subcontractor 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. d. 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.
1.1.23. Subcontractors certified independently	a. Subcontractors may only be independently certified as a CH if the services provided are related to the certified product. 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.

Option	Conditions that apply
	f. The subcontractor may offer services as certified under the Rainforest Alliance program to any client for the scope for which they hold a valid certificate.

Table CR 1: Certification Conditions for Subcontractors

General rules for all certification options

- 1.1.24.** Responsibility of conformity of all actors that fall under the certification scope of the CH lies with central management of the CH, including subcontractors who are not required to obtain certification.
- 1.1.25.** All entities that fall under the certification scope of the CH shall be registered in the RACP under the certification account of the CH.
- 1.1.26.** NC at any actor covered in the certification scope of a CH affects the certification status of the entire CH.
- 1.1.27.** 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.

1.2. CERTIFICATION OPTIONS AND TYPES OF AUDITS

This section explains the possible structures in which CHs can join or remain part of the Rainforest Alliance certification program as a supply chain actor, called certification options.

Applicable Requirements	Types of Certification Options
Supply Chain Requirements	1.2.1. Single site 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
	1.2.2. Multi-site An organization that does not have farming in the scope of its Rainforest Alliance certification and has an identified central location under which two or more sites are operating

Table CR 2: Certification Options

- 1.2.3.** As a part of the Rainforest Alliance certification program, supply chain CHs may choose to be certified to trade volumes of the Rainforest Alliance Sustainable Agriculture Standard, the Rainforest Alliance Regenerative Agriculture Standard, or both. While the Rainforest Alliance Supply Chain Requirements are the same for supply chain CHs across the two standards, CHs shall specify the standard(s) associated with the volumes moving through their supply chain.

CHAPTER 2: SUPPLY CHAIN CERTIFICATION

2.1 CERTIFICATION PROCESS

2.1.1. The steps below may not need to occur in this precise order. CBs and CHs shall refer to the applicable procedures for more specific instructions on how to complete the below steps. The CB and the CH shall respect the most updated version of the applicable procedure(s). All time frames in the certification process are counted in weeks (seven days starting any day of the week).

Rules per step	Responsible Actor
The CH creates a certification account in the Rainforest Alliance certification platform (RACP). 2.1.2. All CHs that wish to join the Rainforest Alliance certification program shall create a certification account in the RACP.	The CH
The CH defines/updates certification scope³. 2.1.3. All CHs shall fill and complete their scope. This information shall be updated at least annually. 2.1.4. The CH shall submit their Supply Chain Risk Assessment (SCRA) annually to receive the verification levels for their sites once they have confirmed their certification scope.	The CH
The Rainforest Alliance provides/updates a list of applicable requirements from the standard and verification levels. 2.1.5. The Rainforest Alliance shall provide the CH with the verification level that applies to each site as well as the list of applicable requirements. The Rainforest Alliance reserves the right to	The Rainforest Alliance

³ In case of scope extension, the CH goes through the process from step 2 onwards.

Rules per step	Responsible Actor
update the applicable requirements and/or verification levels with a notification period defined on a case-by-case basis.	
The CH completes implementation of the applicable requirements. 2.1.6. All CHs shall implement all applicable requirements from the Rainforest Alliance Supply Chain Requirements.	The CH
The CH collects data and verifies its own conformity. 2.1.7. All CHs shall verify their own conformity and that of all entities falling under their responsibility (see Certification options) with all applicable requirements and address any self-identified NCs.	The CH
The CH completes the certification application form. 2.1.8. All CHs shall complete or revise their certification application data. a. Application information includes details of sites, processing units, intermediaries, subcontractors and service providers	The CH
The CH chooses a Rainforest Alliance authorized CB. 2.1.9. All CHs who require a CB audit shall choose a CB authorized by the Rainforest Alliance for their certification scope. 2.1.10. 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.	The CH

Rules per step	Responsible Actor
The CB signs an agreement with the CH and confirms the certification scope. 2.1.11. All CHs who require a CB audit shall sign a certification agreement⁴ with the selected CB and confirm the agreement has been signed⁵ in the RACP. This will give the CB access to the certification information of the CH. 2.1.12. 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 is incorrect, this shall be adjusted in the RACP by the CH. Changes in scope may result in changes to the applicability of requirements, verification levels and audit costs.	The CH and The CB
The CB and CH agree on audit dates. 2.1.13. The CB shall indicate the scheduled start date of the audit to the Rainforest Alliance 4 weeks⁶ before the first day of the audit. If the date changes, the new date shall be shared by the CB to the Rainforest Alliance no less than 4 weeks before the first day of the new audit dates. 2.1.14. In the event that the audit is planned to take place or takes place longer than 6 months 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.	The CB

⁴ For more information on the content of the certification agreement refer to the **Rules for Certification Bodies**.

⁵ 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.

⁶ A week is 7 days, starting on any day of the week regardless of national holidays.

Rules per step	Responsible Actor
The CH updates/provides audit preparation or endorsement data. 2.1.15. 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 before the CB shares the audit plan with the CH or before the review of the endorsement data: a. Certification scope information including details of sites, processing units subcontractors (provided in the RACP) b. Certification Application Form (CAF) (for CB-audited CHs) c. SCRA results d. Management plan e. Self-assessment (for endorsed CHs) 2.1.16. 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. 2.1.17. If the information is not complete before the CB shares the audit plan with the CH, the audit shall be postponed.	The CH
The Rainforest Alliance provides audit preparation data to the CB. 2.1.18. 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 applicable requirements	The Rainforest Alliance

Rules per step	Responsible Actor
b. For all multi-sites: a list of sites and/or processing units to be used to define the audit sample	
The CH ensures it has the right documents and staff available during the audit. 2.1.19. CH shall make available the documents related to compliance with standard and audit requirements during the audit process. The CH shall make available, at a minimum: a. Process flow, processing records b. Accounting materials (i.e. invoices, product input records, product dispatch/delivery records, inventory balances,) c. Commercial documents (i.e. technical sheets, transport documents, shipping documents, contracts) d. Traceability records, transaction records (platform reports) e. Training records f. Organizational structure (for multi-sites) g. Policies and operational procedures	The CH
The CB plans and prepares audit. 2.1.20. Before each certification audit, the CB shall plan and prepare the audit by incorporating the information provided by the CH in the audit preparation data. 2.1.21. The CB shall provide the audit plan to the CH at least 2 weeks before the start date of the audit. For more information on the rules that apply for the audit, refer to the section on	The CB

Rules per step	Responsible Actor
external verification of conformity below. For more information on the process of the audit, refer to the Auditing Rules.	
The CB conducts the audit. 2.1.22. 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. 2.1.23. 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 Auditing Rules section of this document.	The CB
The CB provides a draft audit report to the CH and performs quality review. 2.1.24. For all audits, the CB shall provide the CH with a draft list of NCs at the closing meeting. 2.1.25. The auditor shall provide the draft audit report to the CB no later than 2 weeks after the last day of the audit. 2.1.26. After the draft audit report has been completed, the report shall be reviewed by the CB through its internal quality management system. The CB makes available the final report within 4 weeks after the last day of the audit. 2.1.27. 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. The CB shall not raise any NCs after the final audit report is shared with the CH.	The CB

Rules per step	Responsible Actor
The CH resolves nonconformities. 2.1.28. All CHs that have received one or more NCs shall close all NCs with mandatory requirements following the process described under the section Nonconformities and possible consequences of this document. 2.1.29. The timeline for closure of the NCs shall be defined by the CH and the CB with a 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.	The CH
The CB verifies that nonconformities have been resolved and takes certification decision. 2.1.30. The CB shall verify through an NC review that all the evidence submitted by the CH is sufficient to close the NCs. The CB may conduct a remote or on-site follow-up as required (for more information see section <i>Follow up audit</i> in this document). 2.1.31. Once the evidence of closure has been verified, the CB shall take a certification decision (certification, non-certification, de-certification). 2.1.32. The CB shall take the certification decision within the following timelines: a. If any NCs were identified: within 2 weeks of closure of NCs, 12 weeks after the last day of the audit. b. If no NCs were identified: within 4 weeks after the last day of audit For more information, refer to the section Auditing Rules in this document.	The CB

Rules per step	Responsible Actor
The CB provides certification decision and final audit report information to the Rainforest Alliance. 2.1.33. The CB shall submit the certification decision and the final audit report through the RACP within 1 week after the certification decision has been taken. 2.1.34. For all certification 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 certificate and annex (only in case of a positive certification decision) 2.1.35. Upon a positive certification decision, the CB shall release the certificate corresponding to the applicable standard(s) to the CH and the Rainforest Alliance in the RACP.	The CB
The CH receives license to use the Rainforest Alliance traceability platform and seal 2.1.36. Until the certificate is issued: a. The CH shall not sell or ship any product with a Rainforest Alliance certification product claim. b. The CH shall not use the Rainforest Alliance trademarks for on-product or promotional claims. Once the certificate is issued the CH shall obtain approval via the Claims Platform. 2.1.37. Once a CH has demonstrated conformity, they 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.	The Rainforest Alliance

Rules per step	Responsible Actor
2.1.38. The scope mentioned on the certificate shall be according to the template provided by the Rainforest Alliance. 2.1.39. The name mentioned on the certificate shall be the name of the CH responsible for implementation of the Rainforest Alliance certification program (see section <i>Certification Options</i> in this document). 2.1.40. Rainforest Alliance reserves the right to make the final certification decision or revoke a certification decision.	

Table CR 3: Certification Process Overview

2.2. CERTIFICATION RULES

- 2.2.1.** Any CH shall not hold multiple certificates for the same Rainforest Alliance standard. The same farm may hold certificates for multiple, differing Rainforest Alliance standards.
- 2.2.2.** All sites 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.
- 2.2.3.** Two or more sites are considered to operate a joint management system if:
- a. There is an identified central location where the activities of sites are managed.
 - b. Implementation of the applicable standard(s) requirements is managed centrally.
 - c. Documents and records needed for certification are stored by the managing site.
 - d. There is evidence that proves that the central management is owned by the same company as the sites or is contracted by the sites to manage the production and processing areas.

2.2.4. In case of multi-site certification at supply chain level, sites may be 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/>.

2.3. VERIFICATION OF CONFORMITY

This section describes different types of verification for conformity for supply chain CHs, when those audits apply and the rules and conditions that apply per type of verification. The table below (Table CR4) describes the different types of verification. For supply chain CHs, the type of external verification may vary based on the verification level assigned annually to each site of the CH. (additional requirements applicable are described in the Auditing Rules)

Verification Method	Description
Endorsement	If supply chain CH has all level A sites, this CH does not require a CB audit. These CHs may be exempt from an external CB audit and can go through the endorsement process to join or remain in the Rainforest Alliance program.
On-site Audits	Depending on the verification level(s) of the site(s) of the supply chain CH, the CH may need an onsite audit.
Follow-up audit	Where NCs are identified during the certification audit, the CB may perform a remote or onsite follow up audit to verify closure of the NCs, if deemed necessary.
Surprise audit	In addition to the certification audit, the CB shall carry out surprise audits on at least 5% of the Supply Chain CHs in their portfolio of the previous calendar year.
Investigation audit	An investigation audit is conducted to confirm compliance with the standard requirements in response to a specific grievance, reported incident, or substantial information regarding the conformity of the CH and may be performed by the CB or by the Rainforest Alliance.
Extension audit	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).

Table CR 4: Type of verification for SC CHs

2.3.1 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 CR 5 below, by the RACP.

- 2.3.2** The verification level is assigned per site each year in 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). The verification level assigned per site shall define the type and frequency of verification required per site, as per table CR 5 below.
- 2.3.3** CHs must confirm scope and submit the Supply Chain Risk Assessment every year, even in years when an audit is not required.
- 2.3.4** The risk factors that define the verification level include, but are not limited to, activities, location, crop information, volumes (see Table CR 6: Small Volume Thresholds).
- 2.3.5** Changes in scope or increases in verification level between years may require an extension audit.

Verification Level Frequency of audits	
A	No audits
B	On-site audit every 3 years (no more than 36 months apart)
C	On-site audit every 2 years (no more than 24 months apart)

Table CR 5: Verification Levels

- 2.3.6** If a level A site is part of a multi-site with other sites, B and C, the level A site shall be included in the certificate of the CB.

2.3.7 Below are the small volume thresholds for supply chain CHs. These volumes are calculated based on their total annual volumes with the result being a possible lower verification level. In the case of a multi-site, the combined total volumes per crop (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
Bananas	500 MT	Whole Fruit
Tea	100 MT	Made Tea
Rooibos	50 MT	Dried Rooibos
Herbs and Spices	50 MT	Dried Herbs and Spices
Vanilla	10 MT	Cured Vanilla Beans
Fruits and vegetables	20 MT	Whole Fruit/Vegetable
Processed Fruits and Juice	20 MT	Drained weight of canned fruit, soluble solids in NFC, concentrates or purees
Nuts	50 MT	Kernel
Coconut Oil	100 MT	Crude Coconut Oil
Flowers	500,000 Stems	Flower Stems

Table CR 6: Small Volume Thresholds

2.3.8 The Rainforest Alliance reserves the right to increase the verification level of a site based on its own risk assessment.

Obligations of the CH during any audit

2.3.9 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 sites, from/to subcontractors).
- e. Provide access to workers for interviews without coercing or coaching/training the workers with prepared answers.⁷
- 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.

⁷ The workers should be able to explain about their work, in the way they perceive it.

- 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.

2.3.10 The CH shall pay the CB at least 70% of the audit fees **3 weeks** prior to the first date of the audit.

2.3.11 The final audit plan, as confirmed by the CH and 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 are informed of the audit.

2.3.12 Failure to fulfil any of the responsibilities set out above may result in:

- a. Suspension, non-certification or cancelation 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.

2.3.13 If the CH fails to have their audit start date before the expiration of their certificate, the certificate will expire and the CH shall not further purchase, process or sell certified volumes.

2.3.14 If the certification process is terminated by the CB or the CH receives a suspension, non-certification or cancelation, the CH shall still cover all costs involved, including the cost of any subsequent audit that may be required.

On-site audit

2.3.15 The audit by the CB may take place at any point within the calendar year. The audits shall not be more than 24 months apart for level C sites and 36 months for level B sites, respectively.

2.3.16 If the CH has a nonconformity in the social requirements (chapter 4), and it is identified as severe per the severity test, there must be an audit the following year, regardless of verification level.

- 2.3.17** Certified products purchased and processed without a valid certificate longer than **3 months prior to** the audit shall not be sold, shipped or processed as Rainforest Alliance certified and shall be removed from the traceability account of the CH.
- 2.3.18** An audit that results in a positive certification decision shall provide the CH with:
- a. A certificate corresponding to the applicable Rainforest Alliance Standard(s)
 - b. Access to the Rainforest Alliance traceability platform,
- 2.3.19** The start date of the first certificate shall be the date of first purchase of certified product up to **3 months prior to** the audit start date or the audit start date, whichever is earlier.
- 2.3.20** If the necessary audit for the CH's applicable verification level does not take place during the given timeframes, the valid certificate shall be canceled, and a new audit shall take place for the CH to become certified again.
- 2.3.21** The 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.

Follow-up audit

- 2.3.22** The CB shall only perform an on-site follow up audit when evidence of closure of non-conformities cannot be verified with a remote review of evidence provided by the CH. The reason for the follow up audit shall be justified in the audit report.
- 2.3.23** The Rainforest Alliance reserves the right 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.
- 2.3.24** The CH shall make full payment to the CB for all costs involved in reviewing the closure of NCs, including a follow-up audit, if needed.
- 2.3.25** A follow-up audit may have limited scope depending on the NCs found by the CB which led to the follow-up audit.
- 2.3.26** 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.

2.3.27 The CH shall pay the CB for all additional costs involved.

Surprise audit

2.3.28 The 5% surprise audits of Supply Chain CHs shall be calculated based on the portfolio of Supply Chain CHs of the CB in the previous calendar year, rounded up to the whole next number with a minimum of one.

2.3.29 The CBs shall bear the costs of the surprise audits.

2.3.30 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. New CHs that are in their first year of certification
- e. CHs that did not receive a surprise audit yet

2.3.31 All surprise audits shall be on-site.

2.3.32 The CB shall not give notice of the surprise audit to the CH.

2.3.33 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).

2.3.34 The Rainforest Alliance reserves the right to:

- a. Require a specific CH to be included in the 5% 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

2.3.35 The CB shall not give a notice of more than 24 hours of the investigation audit to the CH.

2.3.36 Whether an investigation audit is required shall be determined based on risks and substantial information received by the CB and/or the Rainforest Alliance.

2.3.37 An investigation may have a pre-defined limited scope to respond to the matters under investigation.

2.3.38 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.

2.3.39 If necessary, the audit team has the right to adjust the audit duration whilst onsite.

2.3.40 An investigation audit may be carried out at any time during a certification cycle.

2.3.41 The Rainforest Alliance reserves the right to require the CB to suspend the certificate before the investigation audit has taken place.

2.3.42 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 CB and/or the Rainforest Alliance may allow the CH to close the nonconformities related to the investigation audit findings. If this is possible, the timeline for closure of the NC(s) will be determined on a case-by-case basis.
- c. The CH shall cover all costs involved for performing such an audit.

- d. When allowed to maintain its certification, the CH shall implement all required corrective actions to respond to the findings of an investigation audit.

2.3.43 The Rainforest Alliance reserves the right to carry out investigation audits by itself when deemed necessary. The CH shall implement the follow-up actions that are applicable to them. The consequences resulting from these audits shall be implemented by the CB in accordance with the Auditing Rules.

Extension audit

2.3.44 An extension audit shall be performed by the CB that the CH has a valid contract with.

2.3.45 If the CH has an endorsement and the extension requires a CB audit, the CH shall contract a CB and receive an audit for all sites in scope that require an audit, as per the certification process.

2.3.46 If the CB that the CH has a contract with is suspended or does not operate anymore, the CH shall contract a new CB.

2.3.47 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.

2.3.48 The scope of the extension audit shall be limited to the scope of the extension.

2.3.49 An extension audit shall take place while a CH has a valid certificate.

Endorsements

2.3.50 To receive an endorsement, the CH shall complete and submit a self-assessment prior to the date of the first purchase of certified product.

2.3.51 The start date of the first endorsement letter shall be **3 months prior to** the issue date.

2.3.52 For all endorsement renewals, the CH must complete and submit their self-assessment annually.

2.3.53 Certified products purchased and processed without a valid certificate longer than **3 months prior to** the issue date shall not be sold, shipped or processed as Rainforest Alliance certified and shall be removed from the traceability account of the CH.

2.3.54 The Rainforest Alliance reserves the right to suspend and/or cancel an endorsement letter if the CH is non-compliant with any of the applicable standard requirements, or fails to renew their certificate.

CHAPTER 3: CERTIFICATES

3.1 GENERAL

- 3.1.1** Certificate validity for supply chain actors varies based on the verification levels of the CH's site(s) and when the CH requires an audit.
- 3.1.2** Certificates for Supply Chain CHs are valid for 3 years, unless there is a level C site in scope, in which case the certificate validity is 2 years.
- 3.1.3** To prevent gaps in certification, the start date of the audit shall be before the expiration of their current certificate.

3.2 EXTENSIONS

- 3.2.1** 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 people, change in ownership, etc.
- 3.2.2** Changes in the scope that occur during the validity of a certificate and that imply an increase (i.e., activities, sites, or performance level in the standard) shall be included through the scope extension audit process. For more information on the rules per type of extension, refer to the table CR7.
- 3.2.3** Any increase (i.e., activities, sites, crop or traceability level) shall not be considered as certified until the extension process has been finalized successfully.
- 3.2.4** To start the process for a scope extension, the CH shall request an update to their certification scope in the RACP and inform the CB. These requests shall be made no later than 6 months prior to the expiration of their current certificate.
- 3.2.5** Based on the data provided, the Rainforest Alliance shall:

- a. Provide an updated list of applicable requirements.
- b. Indicate the verification needed on the new requirements, if any.
- c. This process follows the certification process from step 2, focusing only on the new requirements added after the profile update.

3.1.6. An approved extension gives the CH the right to sell product as Rainforest Alliance certified during that time frame. For sell-off extensions, the CHs may only sell leftover existing product as certified.

Extensions and conditions

Extensions	Conditions	Verification needed
3.1.7. Time	CHs can request a time extension of their certificate of up to 3 months from their scheduled audit start date.	No extension audit is required; however, the Rainforest Alliance reserves the right to require an extension audit or deny such a request.
3.1.8. Selloff	CHs can request a time extension of their certificate up to 3 months after the expiry date of their certificate, to the Rainforest Alliance or CB, to sell a product as Rainforest Alliance certified. This is applicable to CHs who no longer intend to be part of the Rainforest Alliance Certification program.	No extension audit is required; however, the Rainforest Alliance reserves the right to require an extension audit or deny such a request.

Extensions	Conditions	Verification needed
3.1.9. Traceability level	The CH shall implement all requirements applicable to the traceability to add and verify its own conformity.	- The verification of conformity needed before the new traceability level is added to the certificate of the CH will be determined based on the update of the certification scope and the updated verification level, if applicable. - For CHs that have identity preserved and/or segregation traceability levels and want to add mass balance or have mass balance and want to add identity preserved and/or segregation, an extension audit is required.
3.1.10. Sites and processing units	- The sites and processing units shall implement all requirements applicable, and the CH shall verify their conformity. - The new sites cannot sell volume as Rainforest Alliance certified that was purchased as certified more than 3 months prior to being added to the certificate.	- The verification of conformity needed before the new site(s) are added to the certificate of the CH will be determined by the RACP. - A supply chain certificate holder 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 rules apply for the sites to be added.

Extensions	Conditions	Verification needed
3.1.11. Crop	The CH shall implement all requirements applicable and verify its own conformity.	- The verification of conformity needed before the new crop is added to the certificate of the CH will be determined based on the update of scope and verification level, if applicable. - When the addition of new crop results in different activities than the scope of their current certificate, an extension audit is required.
3.1.12. Processing activities	The CH shall implement all requirements applicable and verify its own conformity.	- The verification of conformity needed before the new processing activities are added to the certificate of the CH will be determined based on the update of scope and verification level, if applicable. - For supply chain CHs, when processing activities are added to the scope, an extension audit is required.

Extensions	Conditions	Verification needed
3.1.13. Additional standard/ volume type (i.e. adding Regenerative Agriculture to the certification scope)	The CH shall implement all requirements applicable and verify its own conformity.	- The verification of conformity needed before the new crop is added to the certificate of the CH will be determined based on the update of scope and verification level, if applicable. - Whether the CH requires an onsite audit is at the discretion of the CB.

Table CR 7: Rules Per Type of Extension

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

3.3 NONCONFORMITIES AND POSSIBLE CONSEQUENCES

Identification of nonconformities during an audit

- 3.3.1.** Failure to fulfil any of the responsibilities set out in these rules may result in: Suspension, non-certification or cancelation 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.
- 3.3.2.** The CB may decide to terminate the certification process with a CH and issue a non-certification and cancel the active certificate, if applicable.
- 3.3.3.** Any NC identified during the external audit shall always be reported to the Rainforest Alliance and communicated to the CH.
- 3.3.4.** The audit team is responsible for identifying and describing the NCs identified during the audit.
- 3.3.5.** The CB certifier/reviewer is responsible for verifying any given NC and shall make adjustments if needed. This may be done **maximum 4 weeks** after the last day of the audit.
- 3.3.6.** If a certifier/reviewer makes any adjustments to or raises new NCs, this shall be reported to the CH and the Rainforest Alliance.

Nonconformities and the performance system

- 3.3.7.** NCs found against applicable mandatory requirements during an audit shall be closed before the CH may be certified. Some NCs may be able to be closed with a corrective action plan as outlined in 3.3.10.
- 3.3.8.** If an NC is found for any part of the CH's certification scope, the entire CH shall not be certified before the NC is closed.
- 3.3.9.** If one or more NCs are found during any audit performed while the certificate is still active, the CH shall not have its active certificate canceled 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.

3.3.10. 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.

3.3.11. 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 current 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. The time frame in which corrections and corrective actions shall be undertaken and evidence submitted to the CB, with a maximum of **10 weeks** from the last day of the audit.
- e. 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. The actions in the corrective action plan shall be concrete, time-bound, have begun implementation within 10 weeks from the last day of the audit; and will be finalized within 12 months from the start of the audit. This may result in an additional follow-up audit during the 12 month period.
- i. For 5.1.4 Assess-and-Address, the full remediation of a case, in accordance with the Remediation Protocol (see

CHAPTER 4: Auditing Rules

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. 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.

- 3.3.12.** 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. The CH may submit a new action plan one time, after that the action plan may be evaluated with a review of NC closure evidence or follow-up audit.
- 3.3.13.** 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 an NC review or follow-up audit.
- 3.3.14.** In the case of recurring NCs, to ensure the NC will not re-occur:
- a. The root cause analysis shall be performed again including the reason of recurrence and
 - b. The corrective action plan shall take the root cause of recurrence of the NC into account.

Non-certification or cancelation decision

- 3.3.15.** The CB or the Rainforest Alliance shall immediately cancel the current certificate of the CH and/or decide not to certify the CH for any of the reasons set forth below or may decide to do so for any other reason if necessary to protect the credibility of the Rainforest Alliance certification program.
- 3.3.16.** In such a circumstance, the CB may request that the Rainforest Alliance prohibit certification for the CH for a specific or an indefinite period, based on the severity of the audit findings.
- 3.3.17.** Possible reasons for reaching a non-certification or cancelation decision include, but are not limited to, the reasons listed in this section.
- 3.3.18.** Corrective actions have not been implemented satisfactorily within the timeframe described in the certification process above.
- 3.3.19.** Recurrent NCs: if the same NC recurs during multiple audits, demonstrating a systemic failure of the management system.

3.3.20. Lack of CH action in following the required steps in the certification process such as annual scope and SCRA submissions and lack of renewal of endorsements may lead to a certificate cancelation.

3.3.21. 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.

3.3.22. Bribery, intimidation, harassment of the (lead) auditor or any other audit team member or certifier. If an audit team member or certifier receives any form of intimidation or harassment or is offered any type of bribe 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.

3.3.23. Systemic issues with irreversible⁸ nonconformities that cannot be corrected, for example (but not limited to):

- a. Loss of traceability of product that is (to be) certified.
- b. **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 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.
- c. **Recurrent severe human rights cases.** A CH has had recurrent identified cases of severe human rights abuses. The cases may or may not have been remediated but cases on the same issues have been identified during the last two audits.
- d. **Non-remediated severe human rights cases** as defined by the severity test tool.

⁸ A NC is irreversible if correction is not possible.

- e. **Violations of applicable national, regional, local or sectoral law or collective bargaining agreements** related to the requirements in the Standard that apply to the CH⁹. 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.
- f. **Systematic lack of evidence** or data on a large scale or **misrepresentation or falsifications** of data and evidence.

Consequences and required steps in the event of non-certification or cancelation.

3.3.24. CB shall immediately inform the Rainforest Alliance and the CH.

3.3.25. CHs that have received more than one cancelation and/or non-certification in a row shall wait at least **12 months** before a new certification may take place.

3.3.26. The Rainforest Alliance reserves the right to extend the cancelation indefinitely.

3.3.27. The results of cancellation/non-certification shall be shared publicly on the Rainforest Alliance website for the period of the cancelation.

⁹ See "Overarching Rules on Applicability of the Standard" for more information on applicability of law.

Human rights violations and severity test

3.3.28. Severity Test: During the audit, when the audit team identifies a potential case of labor violations on Child Labor/Forced Labor/Discrimination and/ or Workplace Violence and Harassment, 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-threatening ¹⁰ ?		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?		"Yes" to this question on its own does not make the issue severe, but in combination with "yes" on question 3, it 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?		If yes, issue is severe.

Table CR 8: Severity Test

3.3.29. 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.

¹⁰ A life-threatening situation means there is a strong possibility that the situation will lead to loss of life.

Suspension

- 3.3.30.** Throughout the validity period of the certificate, a CB or the Rainforest Alliance may decide to suspend a CH's certificate for a period of up to **3 months**, if there are deviations from the Rainforest Alliance program that require further investigation to be confirmed¹¹.
- 3.3.31.** For human rights cases, the CB shall suspend the certificate if the cases are not remediated¹² in accordance with the Rainforest Alliance' Remediation Protocol or if the cases are severe. Severity shall be assessed using the Rainforest Alliance Severity Test.
- 3.3.32.** 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 Rainforest Alliance traceability platform. In the event that verification by the CB for the underlying reasons of the suspension have not been satisfactorily addressed, the CB shall immediately issue a cancelation following the conditions described above.
- 3.3.33.** Without an active certificate, including during suspension, CHs shall not perform any activity in the traceability platform, nor may they sell or ship products with a Rainforest Alliance Certified claim. Once the certificate is reinstated, the CH may be allowed to sell as certified all the product that was in stock during the suspension period.
- 3.3.34.** If a CH fails to resolve any NC satisfactorily within the agreed timeframe, the CB shall cancel the CH's certificate, rather than issuing a suspension.

¹¹ Examples include:

- Nonconformities found during an 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 cancelation and/or non-certification.
- Failure of the organization to meet financial obligations to the CB or Rainforest Alliance or other administrative issues.

¹² "Not remediated" means that the remediation is either not taking place, not meeting the time milestones in the Remediation Protocol and/or is not being implemented in a manner consistent with the Protocol.

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

3.3.35. Upon notification of cancelation 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.

3.3.36. Upon notification of suspension, CHs shall immediately cease to sell or ship product with a Rainforest Alliance certified claim until the suspension is lifted.

3.3.37. Upon notification of cancelation, 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 cancelation, non-certification or suspension was communicated to the CH, if the CH complies with the following requirements:

- a. The cancelation, 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 cancelation date.
- c. The CH shall provide their CB with documentation (i.e. bill of lading and invoice, transaction records) that proves the purchase and shipment took place before the suspension or cancelation 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 cancelation 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 Rainforest Alliance 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.

3.3.38. In case the CH appeals the cancelation, non-certification or suspension decision, the CH shall not sell or ship product with a Rainforest Alliance certified claim during the entire appeals duration.

3.3.39. Upon cancelation, 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 Rainforest Alliance immediately so that Rainforest Alliance can take further actions if necessary.

3.3.40. 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.

3.4. CERTIFICATE TRANSFERS

General Requirements for Certificate Holder Transfers

3.4.1. Certificate Holders (CH) may transfer to a new CB under the condition that they do not have any open non-conformities, including non-conformities with ongoing closure with a plan.

3.4.2. The Rainforest Alliance has the right to intervene in any CH transfer process if it concludes that the transfer(s) may jeopardize the integrity of certification and/or assurance process(es).

3.4.3. CHs shall only be transferred to CBs approved for the scope (i.e. Supply Chain, crop category, and country) of the CH. CHs cannot be transferred to CBs with suspended or canceled scopes, or CBs that applied for scopes that have not been approved.

- 3.4.4.** If a CB has its authorization or scope canceled, 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 audit, for which the CH will be allowed to choose any other CB.
- 3.4.5.** In the event of disagreement between two CBs involved in a CH transfer, the Rainforest Alliance will analyze the case and make a final decision.

PART TWO: AUDITING RULES

CHAPTER 4: AUDITING RULES

4.1 GENERAL REQUIREMENTS FOR ALL AUDITS

- 4.1.1.** 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 (Rainforest Alliance Supply Chain Requirements and Assurance Documents) or vice versa, the strictest rule always prevails. For more information, refer to the **Supply Chain Requirements**.¹³
- 4.1.2.** In each audit, the CB audit team shall respect and effectively implement the principles, practices and guidelines in the latest version of ISO19011.
- 4.1.3.** The CB shall ensure that the entire auditing process:
- 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, temporary, seasonal and home-based, regardless of if they are local or migrant, legal or illegal, contracted directly by the CH or provided by subcontractors.
 - c. Considers all activities performed by the CH within the certification scope and their associated risks.
- 4.1.4.** An auditor shall not exceed 8 hours of total regular audit time, in a day. This audit time:
- a. includes the time travelling between the sites and excludes the time for the audit team to arrive at the audit site in

¹³ 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 analyze each situation and communicate the corresponding decision.

the morning from her/his accommodation.

- b. includes auditing different shifts.
- c. excludes the meal breaks and any other breaks.
- d. In justifiable cases, the audit time in a day may be more than 8 hours.

4.1.5. 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.

4.1.6. 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.

4.1.7. The CB shall record in its own system, and in its reporting to the Rainforest Alliance, 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.

4.1.8. 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.

4.1.9. 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
- e. Estimated costs for surprise audits in the CB's portfolio
- f. 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
- g. Where applicable, estimated cost for high-risk CHs in its portfolio which may require longer audit duration
- h. Any relevant contextual and high risks involved in certain geographical scope, such as regions/countries
- i. Cost for stakeholder consultation, if applicable.
- j. Cost for off-site interviews, if applicable
- k. Cost of certificate transfer, if one would be necessary

- 4.1.10.** The CB shall ensure that only personnel meeting the requirements in the Rainforest Alliance 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.
- 4.1.11.** 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.
- 4.1.12.** The CB shall ensure that the corrective actions taken by the CH after an audit are appropriately implemented among all the sites, and locations within the certification scope and not only the visited sites/locations.

4.2. EXCEPTIONS TO ASSURANCE REQUIREMENTS FOR CHS

- 4.2.1.** 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. 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.
- 4.2.2.** 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 certification@ra.org or as otherwise instructed by the Rainforest Alliance, at least 3 weeks prior to the intended implementation date.
- 4.2.3.** The CB audit teams can take actions that deviate from the rules without having prior approval only when:
- a. Such decisions are taken when they are onsite, and with proper justification.
 - b. Such deviations will not jeopardize the credibility of the certification program.
 - c. The deviations resulted from information/changes that were unknown to the audit team/CB prior to the audit.
 - d. The CB audit team shall provide documented justification in the audit report.

4.3. AUDIT PLANNING AND PREPARATION

Certification application

4.3.1 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.

4.3.2. 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.
- d. The applicant does not already have a valid certificate or a cancelation that may disallow the CH from being certified at that time.

4.3.3. Once the CB approves the application and other necessary data that has been submitted by the CH, the CB shall ensure that the audit team has access to that information at least 4 weeks prior to the first date of the audit, to ensure proper audit preparation.

Note: The CB shall 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 enough for audit preparation, the CB shall postpone the audit.

4.4 PREPARING THE AUDIT

4.4.1. During the audit preparation, the CB shall verify the following, at least:

- a. Formal establishment of the CH, as a registered legal entity in that country.
- b. Registry of the sites as in the RACP
- c. Organizational chart of the CH and roles and responsibilities of key people
- d. The product flow chart and map(s)/layout of locations and facilities of the CH.
- e. Applicable laws and/or CBA.
- f. That the CH's verification level is up to date.

4.4.2. The CB shall make available to the audit team the most up-to-date list of applicable laws and the country risk assessment for the geographical scope of that audit and any other relevant internal resources of the CB, such as the CB audit risk assessment, 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.

4.4.3. 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.

4.4.4. The audit team shall ensure that the audit plan clarifies roles and responsibilities of all members of its team as well as of required key people (see Audit team selection and composition) from the CH who will need to provide access and/or facilitate different audit activities.

4.4.5. For each audit, the CB shall confirm the planned audit date to Rainforest Alliance at least 4 weeks prior to the audit. Once this planned audit date is confirmed, the CB shall not change the audit date except if audit preparation data is

insufficient or in the case of force majeure. If an audit date is changed with less than 4 weeks notice, sufficient justification shall be provided by the CB.

- 4.4.6.** For each audit, the detailed and final audit plan shall be shared with Rainforest Alliance at least 2 weeks prior to the audit date. Once the final audit plan is shared with Rainforest Alliance, the CB shall not change the audit dates, the audit duration, or composition of the selected audit team. The CB shall provide a justification for any changes to the audit plan once it has been shared.
- 4.4.7.** The Rainforest Alliance reserves the right not to accept changes to the planned audit date or content of the uploaded audit plan, for example when the Rainforest Alliance has communicated a monitoring plan to evaluate performance of a specific audit team. In case the CB failed to accommodate the monitoring plan, the Rainforest Alliance reserves the right to request the CB to cover costs involved for the Rainforest Alliance to re-arrange the monitoring activity.
- 4.4.8.** The CB shall ensure that the CH receives the audit plan no later than 2 weeks prior to the first audit date.
- 4.4.9.** The CB shall perform a preliminary review of official publicly available information to verify whether there are any lawsuits, or any judicial or administrative proceedings related to violations of workers' rights and/ or human rights against the CH in the last year. If there are applicable proceedings or complaints, the CB shall conduct a preliminary investigation.
 - a. The investigation shall be done using publicly available data.
 - b. The investigation shall be complemented by a self-declaration of the CH, which shall provide copies of the complaints, judgments, appellate decisions, and notices of violation. False information or omission of information shall result in a non-certification decision.
 - c. The investigation shall include the following scope of lawsuits and proceedings of the last year.
- 4.4.10.** 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 people.

4.4.11. 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, sites of intermediaries, and subcontractors.
- f. Planned audit duration at each location
- g. Names, gender, contact details, 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 people 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. Worker's representative(s), if applicable
 - v. Assess-and-address committee representative
 - vi. Grievance committee representative

- vii. Any other committees¹⁴
- j. Approximate time and duration for each audit activities during each day of the audit
- k. Where applicable, the expected number of 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
- l. Statement of free of conflict of interest, commitment to confidentiality, non-bribery and/or anti-corruption policy, both generic and specific to this audit
- 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 Rainforest Alliance staff as an observer, or participation of Rainforest Alliance Assurance Provider Oversight 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 documents required for the auditing social topics
- 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

4.4.12. The CB may decide to disclose to the CH fewer details than required in 2.2.11. f that allows better opportunities to achieve the audit objectives. In such a case, the CB shall provide justifications for the decision when sharing the implemented audit plan to Rainforest Alliance after the audit.

Note: Even when sharing with the CH fewer details than stated in 2.2.11., the CB still needs to make sure all applicable elements are covered in its planning process.

¹⁴ 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.

4.4.13. The audit plan shall not disclose the details of the sample.

4.4.14. 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.

4.4.15. 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.

4.4.16. The CB shall share the implemented audit plan after the audit if there are changes to the original plan, including justifications of such changes.

4.4.17. Prior to the audit, the CB shall ensure that it has clearly communicated to the CH to make available for review during the onsite audit, at least the following documents and records:

- 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 Benefit registers (showing time taken for sick leave, maternity leave, vacation, etc.)

4.5. SAMPLING

- 4.5.1.** 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, results from the Rainforest Alliance risk assessment, and risks emerging during the audit.
- 4.5.2.** 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.
- 4.5.3.** For all sampling activities, the CB shall ensure the most representative sample possible to effectively review and verify evidence of (non)conformity of the CH.
- 4.5.4.** For all the sampling calculations:
 - a. The CB shall round up the calculated number to the next whole number.
 - b. Unless otherwise specified in this document, when the calculated number is 3 or fewer, the CB shall include at least 3 or all such subjects¹⁵ (people/workers, documents, transactions, etc.) in the audit sample.

¹⁵ Subjects in this context means the members of the population from which you are defining an audit sample.

- 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.

- 4.5.5.** Prior to the audit, when a CH is determined to be high risk, the CB shall increase the sample size appropriately to ensure that the risk areas identified can be sufficiently checked during the audit.
- 4.5.6.** During the audit, the CB audit team may increase the sample sizes (sites, documentation, 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 shall 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, cancel, non-certify the CH.

Minimum Requirements for Sampling of Sites

- 4.5.7.** The number of sites sampled shall be the square root of all sites requiring an audit in that year.
- 4.5.8.** If the sample size is smaller than 3, the CB is not required to increase the number to be 3.
- 4.5.9.** The CB may extend the sample size to include sites that otherwise would not require an audit in that year. This shall be justified based on risk.

Minimum Requirements for Document Sampling

4.5.10. 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 subcontractors and intermediaries.

4.5.11. The CB audit team shall use this section as reference for selecting documents during an onsite, follow-up or an investigation audit.

4.5.12. The audit team shall verify at least the types and number of documents included in the table AR1 below.

Type of document	Minimum number of items	Remarks
Policies and procedures	All applicable	
Purchase/sales contracts	Square root of the number of contracts	For SC CHs responsible for premium payments, sample size is further specified in Sampling for .
MS staff records	Square root of the number of people	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	Training of workers, for example
CH <u>risk assessment</u>	All required by the Standard	
Purchase records	Square root (with a minimum of 5) of all transactions/shipments	

Type of document	Minimum number of items	Remarks
Sales records	Square root (with a minimum of 5) of all transactions/shipments	At least the following is/ verified: 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.
Worker contracts	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. For the 3 months sample, verify the documented data on salary payments (SC audits), including a sample of worker files (pay slips) per number of worker files sampled.	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 other documented data on salary payments (SC audits) and gender. The sample shall correspond to interviewed workers.

Table ARI: Minimum Documents to Be Verified by CB Audit Team at the Management System

4.6. SAMPLING FOR PREMIUM

Premium

Sampling topic/document	Minimum Sampling	Applicable standard requirement
Contractual agreements with buyers include premium information (amount and payment details)	Square root of contracts between buyer and farm CH from the previous 12 months, sample to include those contracts of largest contracted volume	3.2.4
Buyer reports payment in the traceability platform	Square root (but at least 5, whichever is greater) of transactions from the previous 12 months as part of the contracts included in the audit sample	3.2.3, 3.2.6, 3.2.7

Table AR 2: Sampling Premium in SC Audits

4.7. SAMPLING WORKER INTERVIEWS AND WORKER FILES

- 4.7.1.** Table AR3 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, including worker representatives, 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.
- 4.7.2.** The number of interviews can 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.
- 4.7.3.** The number of people 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 suggests 5 group interviews of 5 people per one group interview, the audit team can have 3 group interviews of 5 people each, 1 group interview of 6 people each and one group interview of 4.
- 4.7.4.** 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 5.6 Interviews and worker files review of this document.
- Note:** The number of interviews is calculated for the entire CH. The interviews will then be distributed among the different sites/farms/locations/groups of workers, using a risk-based approach.
- 4.7.5.** The sampling of workers shall use the number of people 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).
- 4.7.6.** 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.
- a. The CB shall calculate the number of interviews and worker files of non-administrative workers according to table AR3.

4.7.7. 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.

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.

4.7.8. 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: Number of Interviews and Worker Files

Note: As per Section 5.6, sample size of worker interviews might need to be increased by 10%.

4.8. PREPARING TO AUDIT SOCIAL TOPICS

- 4.8.1.** The CB shall apply the measures in Table AR4 when high risk social topics are within scope or
- If a grievance has been received on these topics
 - In the case of an investigation audit
 - The CB's audit risk assessment has evaluated any of these social topic(s) as high risk

Additional Assurance measure	Topic of high risk or topic on which grievance was received		
	Child labor	Forced labor	Workplace violence and harassment
Specific risk overview		x	x
Additional audit time at the Internal Management System	x	x	x
Off-site interviews		x	X
Worker interview selection	x	x	x
Composition of group interviews			
Increased sample size of worker interviews and worker files		x	X
Timing	x	x	X
Audit team composition	x	x	X

Table AR4 Applicability of additional Assurance measures per high-risk topic

Topic	Action
Specific risk overview	4.8.2. For the topics or requirements that are identified as <i>high risk</i>, 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 b. Period in the year c. Location in which this risk might be identified d. Scenarios/description of the risky situation e. The specific requirement in the Standard it links to
Sample size of <u>workers</u> interviews and <u>worker</u> files	4.8.3. The CB shall increase the total number of worker interviews and the worker files for review to 110% of the calculated sample size (see Sampling worker interviews and worker files)
Worker interview selection	4.8.4. The audit team shall ensure a most representative sample is defined using stratified random sampling, considering workers related to the grievance, nonconformity, or lawsuit, affiliated workers from all worker organizations and non-affiliated workers. 4.8.5. The audit team interviews at least 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. a. The audit team shall ensure union or workers organizations are interviewed either onsite or off-site, whatever option the representatives prefer.
Composition of group interviews	4.8.6. The CB shall ensure that extra measures for group interviews are taken to include both unionized and non-unionized workers.

Topic	Action
	4.8.7. 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. 4.8.8. 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.
Timing	4.8.9. 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.
Audit team composition	See Audit team selection and composition 4.8.10. Where deemed necessary, the CB shall ensure the audit team has a legal specialist on labor law. 4.8.11. Gender diversity shall be included as a consideration for the composition of audit teams and a record is kept of this analysis. 4.8.12. Where possible, women auditors should conduct the interviews of women on gender-related matters, especially in case of high risk on gender-based violence and/or harassment.
Mechanism to receive comments throughout the year	4.8.13. The CB shall have a mechanism in place that allows comments to be submitted regarding high-risk topics at any time during the validity of the certificate, and that specifies how those comments are to be taken into consideration for the next coming audit. Records of the comments are kept. The CB shall make sure that the mechanism is known to the public.

Table AR5 Additional Requirements Related to Social high risks

4.9. AUDIT DURATION

- 4.9.1. CBs shall use the most updated version of the audit duration tool in the Rainforest Alliance Certification Platform to determine the minimum audit duration (MAD).

- 4.9.2. Audit time at a processing unit is expected to increase significantly if there are complex processing activities at such a site. Complex processing activities may be determined at the discretion of the auditor.
- 4.9.3. Audit time at a purchase/buying/collection center/location is expected to increase significantly if the center/location buys/handles large volumes and/or both certified and non-certified volumes.
- 4.9.4. 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, worker interviews, etc. Single certification is understood as the audit covers only the Rainforest Alliance 2020 Standard.
- 4.9.5. The audit duration at the central management facility shall be minimum of 2 hours to assess administration (procedures, processes, documentation).
- 4.9.6. 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.
- 4.9.7. If social topics are included in scope, the CB ensures that rules affecting audit duration as laid out in the CAF and as deemed necessary by the CB's risk analysis.

4.10. AUDIT TEAM SELECTION AND COMPOSITION

4.10.1. All audit team members meet the applicable requirements of the Rules for CBs.

4.10.2. Each audit shall have a lead auditor. If there is just 1 person in the audit, that person will need to meet the lead auditor requirements. The lead auditor is not required to be at each site visit.

4.10.3. Audit teams shall include at least a lead auditor, and any other roles as defined as necessary in the Rainforest Alliance Supply Chain Requirements or the Rules for CBs.

4.10.4. When necessary, the organization performing the audit shall include technical expert(s) as part of the audit team to ensure the audit team has the collective competence to achieve the audit objectives.

4.10.5. The audit team is proficient in the languages spoken by the population at the CH that will be audited (both speaking and reading).

4.10.6. In case an interpreter is used during the audit, prior to the audit, the CB shall ensure:

- a. There is a documented and implemented procedure for the selection and use of interpreters during audits and certification activities.
- b. That both the CB and the interpreter have signed an agreement inclusive of a non-disclosure agreement.
- c. There are no conflicts of interest between the interpreter and the CH and/or workers, worker representatives and or other actors linked to the CH.
- d. The interpreter meets the entry requirements as explained in the Rules for Certification Bodies & received appropriate training and instructions.
- e. That there are an adequate number of interpreters available to ensure communication between the audit team and the intended audience including management, workers and any other relevant stakeholders.
- f. That the interpreter meets the requirements of 5.7 Use of interpreter.

- g. That the interpreter has received clear instructions from the CB/audit team before the audit to ensure the requirements in this document are fully implemented.

4.11. REMEDIATION

4.11.1. Prior to any on-site 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 interview. The procedure shall be aligned with the principles and procedures of effective remediation mentioned in the Social Annex and shall at least include:

a. General aspects:

- i. Clarifying responsibilities of the audit team in case a (potential) violation is identified.
- 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:

- i. Immediate safeguarding of (potential) survivors) in case of abusive and dangerous situations, possible coercion and violence by employers or other people.
- ii. Establishing trust and obtaining consent of (potential) survivor.
- iii. Investigating, gathering and securing of information and evidence. The audit team shall consider the likelihood that there are other people 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.

- iv. After consent of the survivors(s) and if safe to do so, identify which internal and/or external stakeholders to refer them to for resources.
- v. Safety of the audit team: The CB shall include how the audit team can ensure their own safety, including in the case of audit termination.
- vi. 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, 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.

4.11.2. 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.

4.11.3. 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.

CHAPTER 5. CONDUCTING THE AUDIT

5.1. GENERAL PROVISIONS ON CONDUCTING AN AUDIT

5.1.1. The CB shall develop and effectively implement a documented procedure which describes how it performs audits.

5.1.2. 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.

5.1.3. As a minimum, 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 Rainforest Alliance.
- b. Verify the correct number and effective management of sites, and workers, including from intermediaries and subcontractors, involved in the certification process of that CH.
- 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 and its related implementation.
- 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. Evaluate any improvements and/or changes since the last audit, if applicable.
- h. Apply a gender sensitive approach to the entire audit process.

5.1.4. 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
- d. Interviews with CH administrative staff, CH's management
- e. Interviews with workers, worker's committees, worker representative(s), workers working for intermediaries, subcontractors, and other people involved in certification, if applicable.
- f. Visits to other locations including but not limited to processing units, purchasing centers, nurseries, worker houses, and interviews with workers/MS staff at such locations where applicable
- g. Triangulation of information
- h. Collecting the audit findings among audit team members
- i. Closing meeting

5.1.5. If the CH is not ready to receive the CB during an unannounced audit (investigation or surprise 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 every 3 years.

5.1.6. The CB shall evaluate and document the overall performance and progress of improvement, including any trends such as the repeated need for improvement in a specific area and repeated nonconformities raised to the CH.

5.1.7. 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 of the Rainforest Alliance Assurance System.

5.2. AUDIT EVIDENCE

- 5.2.1.** Audit evidence shall be triangulated through management system and document review, observations and interviews, to cross-check findings.
- 5.2.2.** The CB audit team shall accept and review digital data and/or digital evidence provided by the CH 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.
- 5.2.3.** 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.
- 5.2.4.** If it is not possible to corroborate findings through additional evidence and/or interviews, the CB shall record it as an observation in the audit report, including the reason why it could not be corroborated and what additional steps were taken to investigate (offsite interviews, stakeholder consultation). If there are observations that lead to suspicion of severe human rights abuses, this CH shall be included in the surprise audit sample of that year.
- 5.2.5.** In case there are any open lawsuits, or any judicial or administrative proceedings against the CH who receives an audit related to the suspected violations of workers' rights, human rights, and/or deforestation, the CB still shall verify during the audit if there is proof of a nonconformity against the Rainforest Alliance Standard. If that is the case, a nonconformity can be raised.
- Note:** An open lawsuit, or any open judicial or administrative proceeding, is not per se a proof of nonconformity.

5.3. CONDUCTING AN OPENING MEETING

5.3.1. The CB audit team shall ensure that each audit starts with an opening meeting conducted by the lead auditor.

5.3.2. The opening meeting shall include participation of the audit team and key CH people indicated in Audit team selection and composition.

5.3.3. The opening meeting shall include at least the following elements:

- a. Introduction of the audit team with clear roles and responsibilities including those for interpreters, observers and/or technical experts.
- b. Confirmation of the audit plan and that all the planned activities can be performed. This shall clearly define and confirm:
 - 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 affecting the planned audit activities
- c. Communication channels and contact points between the audit team and the CH

- d. Availability of resources and facilities for the audit team
- e. That the CH will pay for the workers who participate in the audit activities either as interviewees, guides, facilitators or any other roles at least their normal, applicable rates
- f. 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
- g. Matters related to confidentiality, including permission to take photographs and situations in which the CB must share information to an external organization such as Rainforest Alliance and/or the relevant authorities.
- h. Relevant work safety, emergency and security procedures for the audit team.
- i. That the audit team is responsible for the audit and shall be in control of executing the audit plan
- j. The status of findings of the previous audit, if applicable.
- k. The language to be used during the audit as well as the need for the use of an interpreter.
- l. That adjustments will be made if new information emerges.
- m. The CB's anti-bribery and anti-corruption policies
- n. The method of reporting, including the types and grading of any nonconformities that may be identified.
- o. Information about the conditions under which the audit may be prematurely terminated.
- p. 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.
- q. Methods and procedures to be used to conduct the audit based on sampling and an explanation of the sampling. However, the CB:
 - i. Shall not disclose sample of workers to be interviewed at any time

- ii. Shall not disclose details as to how documents, records are sampled at any time
- r. The audit team shall give the CB contact details to the committee representative and worker representative. Also, the audit team shall explain that it may give contact details of the CB and the CB's audit team to any people during this visit, and the CH shall not discourage, in any way, such people to contact the CB at any time.
- s. The CB will request the CH to put the contact details of at least one auditor on the notice board, so anybody can contact the audit team during the audit process or after.
- t. 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 workers.
- u. 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.
- v. 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.
- w. Explanation of the need of performing a facility tour and confirmation of any special arrangements that may be needed.
- x. Opportunity for the participants of the meeting to ask questions, especially questions from the committees invited to this meeting.

5.3.4. 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.

- 5.3.5.** If the CH has used consultancy services from another individual or organization, the CB shall ensure that the consultancy body or individual is only present during the opening and closing meetings 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.
- 5.3.6.** For an unannounced audit (surprise or investigation 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.

5.4. FACILITY TOUR

- 5.4.1.** The findings from the tour will later be triangulated with evidence from management/worker interviews and document review.
- 5.4.2.** The CB shall evaluate the risk of key activities and where on 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.

5.4.3. The audit team shall plan the facility tour accordingly. This facility tour plan may be adapted when arriving onsite.

5.4.4. 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.

5.4.5. The facility tour shall cover, but is not 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.

5.4.6. During the facility tour, the CB audit team shall, at a minimum identify and evaluate:

- a. Work being carried out at the site
- b. Working conditions for all workers in the facility for the different duties
- c. Health and safety practices
- d. Critical risk steps
- e. Potentially vulnerable groups of workers
- f. Processes in the certification scope
- g. Whether there might be operations not performed onsite and therefore potentially executed by subcontractors

5.4.7. Observe the atmosphere between management and workers and how management systems and practices are being implemented.

5.4.8. Select potential groups/individuals to be interviewed onsite.

5.4.9. Conduct confidential conversations with workers/supervisors on general issues, if appropriate.

5.4.10. During the facility tour, the audit team shall make an effort to minimize its impact on ongoing activities of the CH.

5.5 MANAGEMENT SYSTEM AUDIT AND DOCUMENT REVIEW

5.5.1. 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.

5.5.2. 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. Conflict of interest of the MS staff
- i. Details and records of premium payments and management, as applicable

- j. Self-assessment results
- k. Worker files
- l. Effectiveness of the MS in identifying and resolving nonconformities, from both internal inspections/self-assessments and external audits

5.5.3. The CB audit team shall verify as a minimum the following documents of the MS as described in the section on minimum requirements for document sampling.

5.6. INTERVIEWS AND WORKER FILES REVIEW

5.6.1. The CB shall ensure that the audit team composition, including interpreters, reflects the languages spoken by the people involved in the certification activities in the scope of the CH.

5.6.2. 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 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.

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 be present during interviews of workers.

5.6.3. 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.

- 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 premises — as part of the required number of interviews and these cannot be counted as worker interviews.
- c. The Rainforest Alliance reserves the right to designate the number and type of interviews, where appropriate as part of the scope for 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.

5.6.4. The CB shall ensure that interviewed workers that are paid per piece or task are compensated for their time taken to conduct the interview. Special consideration should be taken with those workers paid by piece or task by the subcontractors, service providers and/or 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 people. 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).

5.6.5. The CB audit team shall perform interviews in the language that the interviewees feel comfortable with. 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 Auditing Rules portion of this document are effectively implemented.

5.6.6. At a minimum, the following criteria shall be considered for the selection of workers to be interviewed:

- 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, are home-based, live onsite 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
- l. 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, and 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 and others

- 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. Other risk indicators identified during the audit preparation and emerging during the audit execution.

5.6.7. The CB audit team shall ensure that the participants in the interview feel safe, secure, comfortable and that their privacy is ensured.

5.6.8. 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 them if they are threatened, coerced or retaliated in any way.

5.6.9. In the case that many temporary and/or seasonal workers are not onsite during the audit due to some unexpected reason and/or certain people 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.

5.6.10. The audit team shall observe the following minimum guidelines for interviews:

- a. The auditors shall present themselves to the people they will interview and explain the purpose and nature of the interview as well as the confidentiality of the interviewee's identity and responses.
- b. If an interpreter is part of the interview, they will introduce her/himself and reiterate that the interviewer (as well as the auditor) will strictly follow the confidentiality requirement. If appropriate, 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. 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.
- e. 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.
- f. Interviewees shall be thanked for their information and time and reminded that the information contributed will not be disclosed to the CH management. The auditor(s) shall make CB contact details available in case the interviewee would like to contact them outside of working hours.
- g. The audit team shall ensure that workers are not obligated to participate in interviews or provide information beyond answers to the team's questions.

5.6.11. 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.

5.6.12. The CB audit team shall ensure that each group interview shall have no more than 6 interviewees.

5.6.13. The CB audit team may decide to carry out 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.

5.6.14. The representative of intermediaries and subcontractors shall be interviewed by the CB audit team to verify their understanding and implementation of the applicable requirements. The minimum number of intermediaries and subcontractors to be interviewed by the CB shall be at least square root of number of intermediaries and subcontractors, respectively.

5.6.15. 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

5.6.16. The CB audit team can terminate an interview in case of disrespect or intimidation by the interviewees.

5.6.17. The CB audit team shall verify at least the following in any selected worker file:

- 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, if applicable
- 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 contracts¹⁶: vacations/annual leave, transport allowance, housing allowance, maternity leave, paternity leave, sick leave and others.

¹⁶ 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.

- 5.6.18.** 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.
- 5.6.19.** 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 site, 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 share with Rainforest Alliance 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.
- 5.6.20.** In all versions of the reports, the CB shall never include pictures of interviewees or other workers and employees.

5.7 USE OF INTERPRETER

5.7.1 During the audit, the interpreter:

- a. shall not act as an auditor, including, but not limited to:
 - ii. Shall not conduct independent interviews or reviews of documents.
 - iii. Shall not make decisions on conformities or nonconformities.
 - iv. Shall not alter or influence the meaning or direction of the communication being interpreted by the audit team or the auditee.
 - v. shall not omit elements of the conversation to any of the stakeholders.

- b. When discussing social and/or sensitive aspects:
 - i. Shall remain neutral and avoid judgment or use of patronizing language or behavior.
 - ii. Shall be aware of her/his impact on the interviewee.
- c. is not a participant in the communication between interviewer and interviewee. The interpreter only facilitates their communication.
- d. shall not initiate any independent conversations with the interviewee unless instructed by the interviewer.

5.8 INTERVIEWING CHILDREN

5.8.1. 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.

5.8.2. The audit team shall follow the below additional requirements when interviewing children:

- a. 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.
- b. The audit team shall make the best effort to prevent any risk arising to the children participating in interviews.
- c. The audit team shall obtain consent from the child (if legally allowed at their age) or the child's parent or legal guardian for an informal conversation with the child(ren).
- d. When possible, the audit team shall first interview children together in a group interview and only perform individual interviews if needed.

- e. Presence of a trusted adult: Children shall be given the option of a familiar adult to be present during the interviews.
- f. 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.
- g. 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.
- h. 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)
- i. 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 5.7 Use of interpreter.
- j. If through the interview a potential case of child labor (severe or not) is identified, the audit team follows the rules in Remediation.

5.9. SUPPORT PERMITTED AND NOT PERMITTED DURING AN AUDIT

5.9.1. Support from the CB audit team permitted during an audit

- a. Provide guidance materials or other supporting materials to the CH that explain how to implement best practices for the standard
- b. 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 auditors may show photos of the nonconformities during the audit with an explanation of the reasons for the lack of conformity

5.9.2. Support from the CB audit team 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.

5.10. CONDUCTING A CLOSING MEETING

5.10.1. The CB shall conduct a closing meeting with participation of at least the audit team and, if available, key people indicated in 5.3.2 of this document, where appropriate. The audit team conducting the closing meeting shall make clear the purpose and elements of the closing meeting.

5.10.2. 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 as reflected in the Certification Rules.
- c. A short summary of strengths and good practices of the CH, if applicable
- d. Explanation of all audit findings in the language that participants would not find challenging to understand
- e. The process for handling audit findings of the CB, including closing nonconformities and 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, anti-bribery, and anti-corruption policies
- i. Information about the local contact details of the CBs grievance procedure and of the Rainforest Alliance grievance procedure, including the scope and functioning of both mechanisms.

5.10.3. 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.

5.10.4. The audit team shall consider the use of interpreter(s) in the closing meeting if necessary.

- 5.10.5.** 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.
- 5.10.6.** 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 the description of such a situation in the audit checklist/report.
- 5.10.7.** 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.

5.11. AUDIT TERMINATION

- 5.11.1.** 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, 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.
- 5.11.2.** The procedure shall include actions that different parties involved will take, including: the CB, the audit team, the CH when such a situation occurs.
- 5.11.3.** 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.

5.11.4. 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 shared with Rainforest Alliance 2 weeks after 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.

5.11.5. 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.

5.11.6. 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.

- 5.11.7.** All termination cases shall be shared with Rainforest Alliance with details to the extent that is sufficient to the reader to understand the reason(s) and the context of such a case.
- 5.11.8.** 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.

CHAPTER 6: REPORT WRITING

6.1. DRAFT REPORT AND CHECKLIST

6.1.1. The CB shall identify and/or record all nonconformities found in any type of audit activities.

6.1.2. 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 certification process is accurate and complete before sending the draft report to the CB.

6.1.3. The audit checklist shall include the conformity and/or nonconformity results with the audit findings description and evidence for all applicable requirements. Additional information can be detailed within the required objective evidence(s) obtained during the audit so that the reader understands the nature and magnitude/impact of the findings. More specifically:

6.1.4. The findings 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 people. If there is a conformity after a grievance was submitted, the CB shall clearly describe the findings and the evidence that confirm it.

6.1.5. Evidence shall be demonstrated by at least two pieces of evidence that corroborate the finding.

6.1.6. The audit evidence that supports 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 shall be shared with the CB within 2 weeks from the last day of the audit.

6.1.7. After the audit, the CB shall update the audit data changes and/or differences were identified during the audit.

6.1.8. The CB shall record audit evidence in its system and make available when requested by the Rainforest Alliance.

- 6.1.9.** The CB shall keep records of any grievances they've received and investigated during the audit, regardless of whether this led to a NC or not.

6.2. QUALITY REVIEW

- 6.2.1.** 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.
- 6.2.2.** The CB shall assign a competent reviewer(s) to perform the quality review of the draft audit report, checklist, required data and NC closure evidence provided by the audit team.
- 6.2.3.** The quality review shall be done by person(s) who were not part of the audit team and have 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.
- 6.2.4.** The quality reviewer shall ensure that the final audit report is shared with the Rainforest Alliance in the timeframes defined in the Certification Rules.
- 6.2.5.** The CB shall perform at least two quality reviews:
- a. Review 1: Reviewing the quality of and confirming the audit findings, evidence description, and 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. Review 2: Reviewing the quality of the root cause analysis, corrective action plan, and closure of NCs by the CH and confirming the findings. The certifier performing this review makes the final certification decision. The results of the second review and the final certification decision must be available to the CH a maximum of 12 weeks after the last day of the audit.

6.2.6. The quality reviews 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 people 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, and that it demonstrates triangulation.
- 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
- h. Verification that the sample sizes and composition were correctly determined and implemented
- i. 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
- l. The adequacy and effectiveness of corrective actions submitted, including appropriate root cause analysis

6.2.7. 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.

- 6.2.8.** 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.
- 6.2.9.** 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.
- 6.2.10.** 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.
- 6.2.11.** 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.
- 6.2.12.** 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.
- 6.2.13.** 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.

6.3. FOLLOW-UP AUDIT

- 6.3.1.** 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 (remote) documentation evaluation, the CB will perform this within the given timeframe to ensure that a certification decision can be made and submitted to Rainforest Alliance on time. A desk evaluation does not require a formal audit plan to be shared with the CH.
- 6.3.2.** The CB shall follow the applicable requirements in this document when performing an onsite follow-up audit considering the scope of such an audit
- 6.3.3.** The CB shall inform the CH of any additional costs for the follow-up audit within 3 weeks from the last date of the audit.
- 6.3.4.** 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.
- 6.3.5.** If CH has submitted a corrective action plan for closure of nonconformities, the CB shall follow-up to verify closure of those non-conformities within 12 months of the previous audit start date, unless this can be verified during a regular audit for that year. This follow-up may happen in a year in which the supply chain actor does not require a certification audit. This can be done through remote checks, if possible.

6.4. CERTIFICATION DECISION PROCESS AND REPORTING TO RAINFOREST ALLIANCE

- 6.4.1. The CB shall report the audit findings and evidence in the respective columns in the checklist. The evidence shall demonstrate the use of triangulation, even if the evidence was obtained using only interviews.
- 6.4.2. The CB shall take the decision and complete the submission process within the timelines defined in the Certification Rules. The certification decision, negative or positive, shall be decided by an approved and active certifier.
- 6.4.3. To decide whether a certification decision is negative, the CB shall follow the guidelines in the Certification Rules.
- 6.4.4. The CB shall ensure that all the audited CHs comply with all applicable requirements before issuing a positive certification decision.
- 6.4.5. In case the CB decides to decertify or non-certify a CH because of reason mentioned in the Certification Rules, it shall be made within 12 weeks since the last date of the audit.
- 6.4.6. 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.

- 6.4.7.** The certifier shall justify their decisions based on the technical framework of the Standard, the Certification Rules and other binding documents from Rainforest Alliance. 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.
- 6.4.8.** The CB shall develop and implement a documented mechanism 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.
- 6.4.9.** The CB shall inform the CH of the certification decision only when the CB has completed the required steps in this document.
- 6.4.10.** The CB shall share all audit reports and required data with the Rainforest Alliance regardless of the certification decision.
- 6.4.11.** The CB shall only use the Rainforest Alliance certificate template as provided by the Rainforest Alliance.
- 6.4.12.** CBs shall also release the certificates for:
- a. CHs that have undergone scope extensions 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.
- 6.4.13.** The CB is primary party responsible for the certification decision, this includes: scope extensions, positive and negative certification (non-certification) decisions, suspensions and cancelations.

CHAPTER 7: OTHER TYPES OF AUDITS

7.1. GENERAL PROVISIONS

7.1.1. For surprise and investigation audits, the CB shall ensure that:

- a. The detailed audit plan is shared with Rainforest Alliance 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.

7.1.2. Surprise audits shall be conducted without prior notification to the CH. Investigation audits may be conducted either with or without prior notification to the CH.

- a. In case of prior notification: The CB shall inform the CH of the audit in writing no more than 24 hours prior to the arrival of the audit team, such a written notification shall not the audit plan or other details that may compromise the execution of the audit. The audit team may decide to disclose only the first date, the duration, composition of the audit team and the locations to be visited.
- b. In case of no prior notification: 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.

7.2. SURPRISE AUDITS

7.2.1. CBs shall register surprise audit planning using the same system as any other form of audit.

7.2.2. The audit plan shall be shared with the Rainforest Alliance at least 2 weeks prior to the surprise audit being conducted.

7.2.3. The selection of CHs for surprise audits and CB risk analysis as well as requirement selection shall be documented.

- 7.2.4.** If the CH is not ready or refuses to receive the CB during a surprise audit, the CB shall suspend the certificate of that CH. Only in cases of force majeure or with valid reason determined at the sole discretion of the Rainforest Alliance may one exception for a surprise audit be given during one certification cycle.
- 7.2.5.** The CB shall provide the audit checklist with description of NCs to the CH within 2 weeks of the last day of the audit.
- 7.2.6.** If an NC is found, the CH shall submit a proposed correction action plan and evidence of closure to the CB a maximum of 6 weeks after the last day of the audit.
- 7.2.7.** The CB shall verify corrections and closure of NCs through an NCs review a maximum of 8 weeks after the last day of the audit. This shall be shared with Rainforest Alliance through the RACP.
- 7.2.8.** Suspension or cancelation as a result of a surprise audit shall follow the procedure defined in the Certification Rules.

7.3. INVESTIGATION AUDITS

- 7.3.1.** The investigation audit shall be conducted onsite. When conformity can be fully demonstrated through documentation, the CB may request RA's permission to conduct the verification of evidence remotely.
- 7.3.2.** 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,
- 7.3.3.** 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.
- 7.3.4.** 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 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 canceled immediately.

7.3.5. The Rainforest Alliance reserves the right to assign investigation audits to CBs and to oversee the process.

7.3.6. 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 sites regarding applicable requirements, the sample shall only consist of the 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 site(s) included in the complaint/issue.
- d. If the complaint pertains to both the management system and the 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 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.

7.3.7. 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.

7.3.8. 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.

- 7.3.9.** 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.
- 7.3.10.** 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.
- 7.3.11.** 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 share the detailed audit plan with the Rainforest Alliance 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.

7.4. COMBINED AND INTEGRATED AUDITS

- 7.4.1.** The CB shall only perform an integrated audit when there is full mutual recognition of the involved schemes.
- 7.4.2.** It is possible (and recommended) for a CH to have an audit for more than one Rainforest Alliance standard at one time. Special request is not needed for audits only combining Rainforest Alliance standards.
- 7.4.3.** The CB shall request permission from the Rainforest Alliance (to be obtained from certification@ra.org) for conducting an integrated audit (with a non-Rainforest Alliance Standard) prior to the audit.
- 7.4.4.** 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.

7.4.5. 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: 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 at the same time.

7.4.6. The CB shall follow the requirements in Table AR6 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: - all overlapping CPs (applicable to all standards to avoid duplication), and - the additional individual CPs per standard that are not mutually recognized (if applicable)
Audit preparation	Separate planning: - One audit plan, indicating the specific samples and sample justification per scheme	Joint planning: - One audit plan - One audit sample and justification - One client self-assessment review

Requirements	Combined	Integrated
	- Multiple client self-assessment reviews per scheme	
Audit	Full audit per scheme: - Audit sample per scheme - IMS audit per scheme - Internal inspection review per scheme - Interviews per scheme	One integrated audit: - One set of samples - One IMS audit - One review of internal inspection
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 AR6: Combined and Integrated Audits

CHAPTER 8: AUDITING SPECIFIC TOPICS

This chapter describes mandatory requirements for auditing these topics. Please note that the below is not meant to be an exhaustive list of actions to perform to audit these requirements. It's meant to ensure these actions are always taken, in each audit. The Auditor Verification Protocol provides further guidance.

8.1. AUDITING PREMIUM

8.1.1. The CB shall follow the requirements in this section while auditing premium. In cases where an NC is raised, the CB shall ensure that corrective actions are properly implemented to prevent recurrence of the same issue.

Standard Requirement	Implementation	Compliance management
Content of contractual agreement (3.2.4)	Contractual agreements with buyers include premium information (amount and payment details)	The CB audit team shall raise a nonconformity if the contractual agreement: • does not include reference to premium • is not signed/dated by both parties • does not include premium amount (by volume), and timing of payment • does not clearly distinguish premium from price, quality premiums and other differentials
Payment and reporting of premium (3.2.3, 3.2.6, 3.2.7)	Buyer reports payment in the traceability platform Information around premium amounts should align: • Premium as agreed	The CB audit team shall further investigate any discrepancies found in the audit sample. Possible outcomes are:

Standard Requirement	Implementation	Compliance management
	- Premium entered as "Premium agreed to be paid" - Premium entered as "Premium confirmed paid" - Premium actually paid (visible in payment evidence)	1) If the farm CH entered an incorrect amount ("premium agreed to be paid") in the traceability platform, the amount should be adjusted retrospectively by the farm CH¹⁷. 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 AR7: Auditing Premium in SC Audits

¹⁷ 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.

CHAPTER 9: GENERAL PROVISIONS

9.1 RIGHTS RESERVED BY THE RAINFOREST ALLIANCE

- 9.1.1** 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.
- 9.1.2** 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.
- 9.1.3** The Rainforest Alliance reserves the right to visit and/or verify compliance with any of the requirements in the Rainforest Alliance certification program, for any reason deemed necessary by the Rainforest Alliance.
- 9.1.4** 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
- 9.1.5** The Rainforest Alliance reserves the right to conduct additional quality control assessments of audits conducted by CBs by:
- a. Requesting further documentation from the CB or CH
 - b. Requiring the CB to share the results of the CB's internal quality review
 - c. Requesting clarification or correction of the reported information by requesting a visit to the CH or conducting a review audit, shadow audit, desk audit, or CB office audit
 - d. Cross-checking the information reported by the CB with external sources, particularly enabling mutual cross-check with other sustainability standard owners
- 9.1.6** The Rainforest Alliance reserves the right to

- a. Inform the CB about misbehavior or NCs by a CH that is their client under the Rainforest Alliance certification program.
- b. Request that a CB conduct a surprise audit of a CH and/or to provide advice on sample selection and/or scope of unannounced audits.
- c. 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.
- d. Allocate audits to particular CBs

9.1.7 The Rainforest Alliance reserves the right to use the reported audit information for performance monitoring, statistical analysis and research, and aggregated reporting.

9.1.8 The Rainforest Alliance reserves the right to make the following information publicly available:

- a. Name of the CH
- b. Country
- c. Crop
- d. Type of CH
- e. Geolocation of the CHs central location
- f. Rainforest Alliance ID
- g. Certification status
- h. Traceability level
- i. Next audit date if available
- j. Aggregated data
- k. Any other data point set forth in the applicable Rainforest Alliance License Agreement with the CH

9.1.9 The Rainforest Alliance reserves the right to conduct audits on CHs that have received an endorsement letter. 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. If such an audit reveals the CH does not comply with the applicable

requirements or does not meet the conditions for exemption from an audit, the Rainforest Alliance reserves the right to charge the costs of the audit to the CH and deactivate an endorsement letter. 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.

- 9.1.10** 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). Once a certificate expires, the public summary will be available up to 3 months past their expiration date.
- 9.1.11** The list of certified farms, groups and supply chain CHs along with newly issued and canceled certificates are published in the Rainforest Alliance website monthly.
- 9.1.12** The Rainforest Alliance reserves the right to take final decisions related to/ impacting the certification decision such as:
 - a. making final decisions in grievances received by the Rainforest Alliance Grievance Procedure.
 - b. making the final decision on whether or not something is considered a product claim.
 - c. granting 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.
 - d. not allow certification in the event that Rainforest Alliance concludes that the CH does not comply with the applicable standard or assurance rules, or in case of risks identified by Rainforest Alliance.
 - e. to prohibit certification for the CH for a specific or an indefinite period.
- 9.1.13** The Rainforest Alliance reserves the right to perform additional quality control on the audit processes, based on a risk assessment, this includes:
 - a. Additional quality reviews of the final audit reports and other relevant audit documentation;
 - b. Requests of additional interventions from the CBs to manage the associated risks;
 - c. To make the final certification decision and to suspend or cancel the certificate.

- d. Following the quality review conducted by the Rainforest Alliance, if the CB and/or CH fail to provide sufficient evidence or do not respond to the requests made by Rainforest Alliance regarding compliance with the standards and/or rules, Rainforest Alliance reserves the right to suspend or cancel the certification at any time.

9.2. EXCEPTIONAL CASES

9.2.1 FORCE MAJEURE

- 9.2.1** 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.
- 9.2.2** 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 certification@ra.org.

9.2.3 TEMPORARY SUPPLY SHORTAGES

- 9.2.3.1** In the event of a temporary supply shortage of certified crops (e.g., lasting less than six months), which results in a product failing to meet the requirements to use the Rainforest Alliance certification seal, organizations can apply for a temporary supply shortage, follow the steps as outlined in the Temporary Supply Shortage section of the Rainforest Alliance Labeling and Claims Policy.
- 9.2.3.2** This process can be used if a temporary supply shortage causes one or more products carrying the Rainforest Alliance certification seal to:
 - a. not meet the minimum content/sourcing requirements (as set out in this policy for this crop) to be eligible to carry the Rainforest Alliance certification seal, or;
 - b. contain less than the percentage of Rainforest Alliance Certified content claimed on the package.

9.3. GRIEVANCE PROCEDURE

- 9.3.1** Any grievance concerning the Rainforest Alliance shall be handled according to the **Rainforest Alliance Grievance Procedure**, available on the [Rainforest Alliance website](#).
- 9.3.2** CHs, CBs, or other stakeholders in the certification process, can submit any grievance about the services provided by the CB towards the certification process to the CH, to the CBs grievance mechanism.
- 9.3.3** CHs have the right to appeal a decision taken by the Rainforest Alliance or the CB.
- 9.3.4** In the event that the CH submits a grievance regarding 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.
- 9.3.5** 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 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.