



**RAINFOREST ALLIANCE  
2020 CERTIFICATION PROGRAM**

**2020 CERTIFICATION RULES**

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**RAINFOREST  
ALLIANCE**



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SA-R-GA-1.V1.3 Rainforest Alliance Certification and Auditing Rules			
<b>Applicable to:</b>			
The Rainforest Alliance, Certificate Holders, and Authorized CBs			
<b>Country/Region:</b>			
All			
<b>Crop:</b>		<b>Type of Certification:</b>	
All crops in the scope of the Rainforest Alliance certification system.		All	

### About Rainforest Alliance

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

### Translation Disclaimer

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

### More information

For more information about the Rainforest Alliance, visit [www.rainforest-alliance.org](http://www.rainforest-alliance.org) or contact [info@ra.org](mailto:info@ra.org)

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## KEY CHANGES TO THE CERTIFICATION RULES

Topic	Previous version	This version	Reasoning
Split of documents	Certification and Auditing Rules	Certification and Auditing Rules have been split into two separate documents: The Certification Rules and The Auditing Rules.	As the Certification Rules have Certificate Holders (CHs) as a key audience, splitting the document makes the rules more accessible.
Restructuring of Certification Rules	N/A	Split the chapters of the Certification Rules into applicability for farm or supply chain requirements.  Annexes integrated into text.	To make it easier for CHs to navigate the certification process based on their scope.
Contact details of CB	N/A	Require CHs to display contact details of Certification Bodies' (CB) audit team and/or grievance mechanism at central place.	1, Allowing workers to more easily reach out and contact the CBs throughout the year (addressing the 'audit snapshot' challenge), in case of any changes to compliance,  2, Make the CB Grievance Mechanism (GM) more accessible (which is key to have an efficient GM).
Removed defined harvest seasons for some farm CHs	Required farm CHs in scopes with defined harvest start dates to perform their audit from 3 months before to 3 months after the official harvest start date. These dates were previously defined for Türkiye and Ghana.	Removed requirements to always have an audit during the period 3 months before to 3 months after the official harvest start date.  All certificates will now be issued based on the start date of the audit, as opposed to the start of the official harvest season.	As climate change progresses, harvest seasons are shifting. In some contexts, the harvest may be much earlier or later than what was previously defined in our rules. This allows the farms flexibility on when to perform their audit and the CB flexibility to perform the audit when the highest risk activities are taking place. Farm CHs must still have at least one audit during the harvest period, and at least one other audit when the most workers are on site.



Topic	Previous version	This version	Reasoning
Verification level of Supply Chain CHs	Different types of verification for supply chain verification levels B-D.	The RA Review has been removed and for level B CHs it has been replaced with a CB remote audit.	This simplifies the process for CBs, allowing them to manage CHs more easily and makes it easier for CHs to manage the verification process.
Supply Chain CHs eligible for an endorsement	Level A sites issued a separate endorsement	<p>Endorsements will only be issued to CHs that are comprised entirely of level A sites.</p> <p>CHs that have level A sites as well as sites of other verification levels will have a CB audit, but the level A sites do not need to be audited. These level A sites shall be included on the certificate of the CH generated by the CB.</p>	Simplify the licensing process and reduce confusion around CHs with sites of many verification levels.
Severity test (for labor abuse cases)	<p>Q1: yes= severe</p> <p>Q2: yes= severe</p> <p>Q3: severe only in combination with one other "yes"</p> <p>Q4: only in combination with one other "yes"</p>	<p>Removes "potentially severe" as an outcome.</p> <p>A "yes" on question 2 does not automatically make a case severe.</p> <p>A "yes" on question 4 automatically makes the case severe.</p>	Adjusted based on experience with recent cases.
CH Transfer	CH Transfer referred to steps not yet possible in the RACP	Updated CH transfer procedure	Updated CH transfer process steps to reflect current process and provide clarity.
Surprise audits	Notification of surprise audits could be shared with the CH up to 24 hours in advance.	Surprise audits are now fully unannounced.	Strengthen assurance system and improve accuracy of findings in surprise audits.
Self-selected requirements	Types of Nonconformity and Possible Consequences	Provisions added to account for new Rainforest Alliance offerings on self-selected requirements to support compliance with EUDR Regulations.	New voluntary offerings.



Topic	Previous version	This version	Reasoning
References to RACP	Removed some references to RACP	Some references to RACP were inaccurate or functionalities not fully developed.	Allows responsibilities and steps to be clearer in the case RACP changes or is not available.
Incentives	Additional incentives for Farm CHs	Farm CHs that meet certain conditions may have their farm sample size reduced to 75% of the square root.	Reduced audit cost for good performance by CHs.
Assurance Guidance	N/A	<p>No 'guidance' related information in this document. That will all be moved to a new Assurance Guidance document.</p> <p>For example, non-binding aspects of the section <i>Geodata risk assessment</i> were removed.</p>	For clarity and simplification purposes.
Glossary	Integrated into footnotes	Assurance terms will be defined in a separate Assurance Glossary.	Ease-of-use and to specify some terms that apply only to Assurance.



# INTRODUCTION

Through the 2020 Sustainable Agriculture Standard, the Rainforest Alliance has developed a strong, forward-looking approach to certification that is fit for the challenges facing sustainable agriculture and related supply chains. Our long-term vision is based on a set of core principles: continuous improvement, risk-based assurance, contextualization, and shared responsibility.

Farming and supply chain organizations that meet all applicable requirements of the Sustainable Agriculture Standard and comply with the process requirements of the Rainforest Alliance Assurance Rules are then able to sell, ship and/or buy their product as Rainforest Alliance Certified. Authorized CBs audit farming and supply chain organizations against the Rainforest Alliance 2020 Sustainable Agriculture Standard.

The Rainforest Alliance is an ISEAL community 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 2020 Certification Program. The rules are composed of three core documents:

- 1. 2020 Rainforest Alliance Certification Rules**
- 2. 2020 Rainforest Alliance Auditing Rules**
- 3. 2020 Rainforest Alliance Rules for Certification Bodies**

The Assurance System takes the contents of these three documents and translates them into the Rainforest Alliance technology systems

that are designed to measure, ensure and improve compliance with the Sustainable Agriculture Standard's requirements. It aims to create a more robust and credible system by focusing attention on accuracy of data for informed decision processes, risk assessments and audit quality.

## INNOVATIONS IN THE RAINFOREST ALLIANCE 2020 ASSURANCE SYSTEM

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

### Risk-based approach

The Rainforest Alliance 2020 Certification Program aims to promote a preventive approach instead of a reactive one, and the assurance rules have been developed within a risk-based framework to enable this approach. Data is collected throughout the certification process to facilitate risk analysis.

With this data, Rainforest Alliance introduces the use of 'Risk Maps'. These are maps that are created through combining external data sources with location data, Rainforest Alliance data and specific sector data. The maps then provide risk levels of countries, organizations and farms (or farm units) for key sustainability and social topics. Social risk maps include a risk classification which serves as input for the certificate holder to take informed decisions for improvement and to facilitate the auditing process and for the CBs to focus their audits.



## 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
- CH: Certificate Holder
- RA: Rainforest Alliance
- RACP: Rainforest Alliance Certification Platform
- CBA: Collective Bargaining Agreement
- NGO: Nongovernmental Organization
- FoA: Freedom of Association
- CL/FL/D/WVH: Child labor/forced labor/discrimination/workplace violence and harassment
- NC: Nonconformity
- QMS: Quality Management System
- MS: Management System
- MAD: Minimum Audit Duration
- GPF: Group Proximity Factor
- GPS: Global Positioning System
- IDE: Interview Duration Estimate

- NII: Number of Individual Interviews
- DI2: Duration of Individual Interviews
- NGI: Number of Group Interviews
- DS2: Default Farm Sample Size
- DGI: Duration of Group Interviews
- RF: Risk Factor
- RCA: Root Cause Analysis
- PA: Protected Area
- 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](mailto: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](mailto: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](http://www.rainforest-alliance.org).

### Key Rainforest Alliance Documents:

- Sustainable Agriculture Standard Requirements for Farm
- Sustainable Agriculture Standard Requirements for Supply Chain
- 2020 Rainforest Alliance Rules for Certification Bodies
- 2020 Rainforest Alliance Certification Rules
- 2020 Rainforest Alliance Auditing Rules

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

**Technical support:** CHs can contact [customersuccess@ra.org](mailto: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:

- [cbcert@ra.org](mailto:cbcert@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](mailto:cbmanagement@ra.org) for CB accounts and approvals

- [cbmonitoring@ra.org](mailto:cbmonitoring@ra.org) for CB monitoring
- [cbtraining@ra.org](mailto:cbtraining@ra.org) for CB training
- [wacocoa@ra.org](mailto: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 (Sustainable Agriculture Standard and Assurance Documents) or vice versa, the strictest rule always prevails. For more information, refer to the **Sustainable Agriculture Standard**.

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

# CERTIFICATION RULES

## CHAPTER 1: APPLICABLE TO ALL CERTIFICATE HOLDERS

### 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 certification audit
- To establish a process for CHs to become or remain part of the Rainforest Alliance Certification Program

#### Applicability

This document applies to:

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

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

In order to promote sustainable agriculture, the Rainforest Alliance has developed the Rainforest Alliance Sustainable Agriculture Standard. Certificate Holders that want to sell and/or buy their product as Rainforest Alliance Certified shall meet all applicable requirements from the Sustainable Agriculture Standard and comply with the requirements of this document.



## Scope of the Rainforest Alliance program and standard

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

### 1.1. CERTIFICATION SCOPE

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

**1.1.1** The RACP shall define which standard requirements are applicable to a CH, based on the certification scope provided by the CH in the RACP. The certification scope is defined by but is not limited to:

- a. Crops
- b. Activities
- c. Certification option
- d. Level in the standard based on the year of certification
- e. Traceability level (if applicable)
- f. Risk

**1.1.2** A CH may define its own certification scope by choosing what it wishes to certify. However, the CH shall take full responsibility of compliance with the Rainforest Alliance certification program requirements, of its entire certification scope.

**1.1.3** A CH may include one or more crops included in the crop categories from the list below in the certification scope:

- a. Banana
- b. Cocoa
- c. Coconut
- d. Coffee
- e. Flowers
- f. Fruits



- g. Herbs, spices, other herbal tea ingredients and rooibos<sup>1</sup> may be included in the certification scope under the following conditions:
  - i. When cultivated with any other crop in this list
  - ii. In case of supply chain certification with no farming in scope
  - iii. In case of chili and pepper, producers may choose either RA 2020 certification or UEBT/RA certification irrespective of points i) and ii)
- h. Nuts
- i. Tea
- j. Vegetables may be included in the certification scope under the following conditions:
  - i. All Farm CHs that produce, trade or handle vegetables shall hold a valid food safety certificate such as Global Gap, HACCP or comparable at any time during the validity of the Rainforest Alliance certificate, covering the entire scope of the Rainforest Alliance certificate.
  - ii. In case of change in the status of the food safety certification, the CH shall immediately inform the Rainforest Alliance and the CB.

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

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

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

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



- f. Retail
- g. Brand ownership

**1.1.6** A CH may include one or more entities in the certification scope. Types of entities are:

- a. Farms
- b. Intermediaries<sup>2</sup>
- c. Sites
- d. Subcontractors<sup>3</sup>
- e. Service providers (including labor providers)<sup>4</sup>

**1.1.7** An entity is in scope of certification if any of the following apply:

- a. It is involved in farming activities.
- b. It is involved in the physical handling of certified products, such as packing or processing.
- c. It purchases and sells certified products. This includes retailers and brand owners.

**1.1.8** Entities that are out of scope of certification do not need to register in RACP or get certified. An organization is out of scope of certification if any of the following apply:

- a. It only stores or transports certified products without making any modification to the product or the packaging.
- b. It distributes a final consumer-facing product and does not make any modifications to the product.

**1.1.9** The combination of entities included in the certification scope shall determine the certification option and applicability of the standard. For more information, refer to the certification options described in this document.

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

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

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



- 1.1.10** CHs that cover different entities in their certification scope shall take full responsibility for all those actors to comply with the standard and process requirements that apply to them.
- 1.1.11** The certification scope corresponds to the definition of scope in the applicable standard requirements. For farm, this is the entire farm, though a farm CH may choose to leave geographically separate farm units out of the certification scope if these are only used to produce non-certified crop at all times and are not in the vicinity of farm units with certified crop. Buildings in a farm unit that only deal with non-certified crops may be excluded from the certification scope.
- 1.1.12** Based on the certification cycle of the CH, different levels of requirements (core or improvement requirements) from the Sustainable Agriculture Standard apply. For more information, refer to section *Overview of the Improvement Process* in the **Sustainable Agriculture Standard**.
- 1.1.13** Some requirements may be added to the scope of the CH voluntarily, those are called self-selected requirements. For more information, refer to the **Sustainable Agriculture Standard**.
- 1.1.14** For mandatory smart meter requirements or self-selected smart meter requirements, targets shall be set by the CH. Establishment of the baseline shall be done from the moment the smart meter requirement (including self-selected smart meter requirements) becomes applicable according to the certification cycle of the CH.
- 1.1.15** 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 scope<sup>5</sup>

- 1.1.16** All requirements of the **Sustainable Agriculture Standard** 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.
- 1.1.17** The CH shall demonstrate conformity of all entities in its certification scope with all applicable and self-selected requirements as of the following dates:
- a. For CHs that require an audit: on the day of the signature of their certification agreement with an authorized CB or the date of first purchase of certified product up to **3 months** prior to the issue date <sup>6</sup>, whichever is earlier.

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

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



- b. For CHs that are eligible for endorsement: on the day an endorsement<sup>7</sup> is issued or the date of first purchase of certified product up to **3 months** prior to the issue date, whichever is earlier

**1.1.18** Verification of conformity with all applicable and self-selected requirements including smart meter requirements shall be done through verification of the entire area and activities covered by the CH's certification scope. This includes but is not limited to (depending on the certification scope):

- a. All areas destined for growing, handling and processing 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. HCV areas, natural forests and other natural ecosystems as well as fallow land
- d. Leased areas inside the CH's facilities
- e. Workers, worker representatives, CH management, and owner representatives
- f. Workers and their families who live temporarily or permanently at the CH's facilities
- g. Farms that produce crops intended to be sold with a Rainforest Alliance certified claim<sup>8</sup>
- h. Service providers (including labor providers), subcontractors and intermediaries included in the certification scope
- i. All documentation considered relevant to determining conformity with the Rainforest Alliance Sustainable Agriculture Standard
- j. Residents of surrounding communities who are or may be directly affected by the CH's activities
- k. Documentation related to trading of the certified and non-certified product handled by the CH
- l. 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

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<sup>7</sup> An endorsement is an approval to join the Rainforest Alliance certification program provided by the Rainforest Alliance.

<sup>8</sup> The Farm CH may choose to leave geographically separate farm units out of the certification scope if these are only used to produce non-certified crop at all times AND are not in the vicinity of farm units with certified crop.



m. Data collected according to the targets set by the CH for smart meter requirements

### Subcontractors, service providers and intermediaries

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

**1.1.19.** Subcontractors, service providers, and intermediaries may be included in the Rainforest Alliance certification program under the following options:

- a. As part of the certification scope of one CH
- b. As part of the certification scope of several CHs

**1.1.20.** Subcontractors may also be certified independently

**1.1.21.** Subcontractors and/or service providers and/or intermediaries shall comply with all requirements applicable to their scope, depending on the activities carried out, for example traceability, working conditions, application of inputs, use of seal, etc.

**1.1.22.** The Rainforest Alliance may recognize service providers as certified through their participation in other certification schemes.

Option	Conditions that apply
<b>1.1.23.</b> Subcontractors/service providers/intermediaries included under the scope of one or more CHs	<ul style="list-style-type: none"><li>a. The CH making use of the services of the subcontractor/service providers/intermediary shall take full responsibility of the conformity of the subcontractor/service providers/intermediary before they can be included into their scope.</li><li>b. In case a subcontractor/service providers/intermediary is included in the certification scope of several CHs, the subcontractor/service providers/intermediary shall be included in the verification scope and certification process of all CHs that use their services.</li><li>c. The subcontractor/service providers/intermediary that is included under the scope of a CH that is (to be) part of the Rainforest Alliance certification program shall have a legal or contractual link with the CH receiving the services.</li><li>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.</li></ul>





Option	Conditions that apply
<p><b>1.1.24.</b> Subcontractors certified independently (this does not count for service providers)</p>	<ul style="list-style-type: none"> <li>a. Subcontractors may only be independently certified as a CH if the services provided are related to the certified product.</li> <li>b. The subcontractor shall be registered with its own certification account.</li> <li>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.</li> <li>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.</li> <li>e. Subcontractors certified independently shall go through the certification process independently and thus will receive their own certificate.</li> <li>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.</li> </ul>

*Table CR 1: Certification Conditions for Subcontractors*

### General rules for all certification options

**1.1.25.** Responsibility of conformity of all actors that fall under the certification scope of the CH lies with central management of the CH.

**1.1.26.** All entities that fall under the certification scope of the CH shall be registered in the RACP under the certification account of the CH.

**1.1.27.** NC at any actor covered in the certification scope of a CH affects the certification status of the entire CH.

**1.1.28.** 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, called certification options. There are five certification options, of which the first three apply to organizations that include farming in their certification scope. The last two apply to supply chain actors excluding farming<sup>9</sup>.

Applicable Requirements	Types of Certification Options
Farm Requirements	<p><b>Group of farms</b></p> <ul style="list-style-type: none"> <li>• A group of organized farms (group members) that implements a common management system</li> <li>• The group may be organized as an association or cooperative or be managed by a farm or other supply chain actor such as an exporter or another entity.</li> <li>• <u>Large farms</u> (or <u>Multi-Farms</u>) with <u>outgrowers</u> are covered under this certification option. In this case the <u>large farm</u> or <u>Multi-Farm</u> counts as <u>large group member</u> and the <u>IMS</u>.</li> </ul>
	<p><b>Single farm (large or small)</b></p> <ul style="list-style-type: none"> <li>• One farm<sup>10</sup> owned or rented by one legal entity or person whereby management activities take place at a single physical location</li> <li>• This type of certification is targeted towards single farms that want to get certified independently.</li> </ul>

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

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



Applicable Requirements	Types of Certification Options
Farm requirements	<p><b>Multi-farm</b></p> <ul style="list-style-type: none"> <li>• Two or more farms owned or rented by one legal entity or person, whose operations and farming practices are managed centrally, regardless of certification. Some management activities may take place at the different farms however, the same practices shall be implemented at all the farms and processes and procedures shall be managed centrally.</li> <li>• If any of these conditions does not apply, the farms may not get certified as a multi-farm and shall get certified under the certification option group of farms or split up in several single farms.</li> <li>• Farms that are part of a multi-farm may get certified separately from the multi farm as single farms, in which case they will have a separate certification account and process.</li> </ul>
Supply Chain Requirements	<p><b>Single site</b></p> <ul style="list-style-type: none"> <li>• An individual organization that does not have farming in the scope of its Rainforest Alliance certification, whereby management and all activities take place at a single physical location</li> </ul>
	<p><b>Multi-site</b></p> <ul style="list-style-type: none"> <li>• 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</li> </ul>

Table CR 2: Certification Options



## CHAPTER 2: APPLICABLE TO FARM CERTIFICATE HOLDERS

### 2.1 CERTIFICATION PROCESS FOR FARM CERTIFICATE HOLDERS

This section describes the steps to be taken by farms in order to become certified.

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

Certification Process		
Step	Rules per step	Responsible Actor
Steps to determine applicable requirements		
1	<p><b>The CH creates a certification account in the Rainforest Alliance certification platform (RACP)</b></p> <p><b>2.1.1.</b> All CHs that wish to join the Rainforest Alliance certification program shall create a certification account in the RACP.</p>	The CH
2	<p><b>The CH defines/updates certification scope<sup>11</sup></b></p> <p><b>2.1.2.</b> After creating a certification account, all CHs who wish to join the Rainforest Alliance certification program shall fill in and confirm their certification scope in the RACP.</p> <p><b>2.1.3.</b> This information shall be updated at least annually to ensure the certification scope is up-to-date.</p>	The CH
3	<p><b>The Rainforest Alliance provides/updates list of applicable requirements from the standard and verification levels</b></p>	The Rainforest Alliance

<sup>11</sup> In case of scope extension, the CH goes through the process from step 2 onwards.



Certification Process		
Step	Rules per step	Responsible Actor
	<p><b>2.1.4.</b> Once the CH has defined and confirmed its certification scope in the RACP, the Rainforest Alliance shall provide the list of applicable requirements, including those that may be self-selected through the RACP.</p> <p><b>2.1.5.</b> The Rainforest Alliance reserves the right to update the applicable requirements with a notification period defined on a case-by-case basis.</p>	
4	<p><b>The CH selects/updates self-selected requirements and smart meters</b></p> <p><b>2.1.6.</b> The CH shall revise the list of applicable requirements provided by the RACP, choose additional self-selected requirements (if desired), and set smart meter targets (if applicable).</p> <p><b>2.1.7.</b> If the scope is not correct, the CH shall return to Step 2, correct this in the RACP, and confirm the certification scope again. Applicability of standard requirements and verification levels may change.</p>	The CH
Steps to apply for an audit with a CB authorized by the Rainforest Alliance		
5	<p><b>The CH chooses a Rainforest Alliance authorized CB</b></p> <p><b>2.1.8.</b> All CHs who require a CB audit shall choose a CB authorized by the Rainforest Alliance for their certification scope.<sup>12</sup></p> <p><b>2.1.9.</b> To request a quotation with a CB, the CH shall share the Certification Application Form (CAF) with the CB.</p> <p><b>2.1.10.</b> The CH may choose the CB of its preference. The Rainforest Alliance reserves the right to assign the CB to the CH.</p>	The CH
6	<p><b>The CB signs agreement with the CH and confirms the scope</b></p>	The CH + The CB

<sup>12</sup> In some contexts, The Rainforest Alliance has implemented an audit allocation system whereby a CH is assigned to a CB.



Certification Process		
Step	Rules per step	Responsible Actor
	<p><b>2.1.11.</b> All CHs who require a CB certification audit shall sign a certification agreement<sup>13</sup> with the selected CB and confirm the agreement has been signed<sup>14</sup> in the RACP. This will give the CB access to the certification information of the CH.</p> <p><b>2.1.12.</b> The CB shall verify the information provided by the CH in the RACP and confirm to the best of its knowledge the scope of the CH.</p> <p><b>2.1.13.</b> 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 standard requirements and audit costs.</p>	
Steps to implement the program, collect applicable data and internal verification of compliance		
7	<p><b>The CH completes implementation of the applicable standard requirements</b></p> <p><b>2.1.14.</b> All CHs shall implement all applicable requirements from the Rainforest Alliance Sustainable Agriculture Standard for the relevant year of certification. This includes self-selected requirements and smart meters, if applicable, as well as actions to mitigate the risks defined during the risk assessment.</p>	The CH
8	<p><b>The CH collects data and verifies its own conformity</b></p> <p><b>2.1.15.</b> All CHs shall verify their own conformity and that of all entities falling under their responsibility (see <b>Certification options</b>) with all applicable requirements and address any self-identified NCs. For more information on internal verification conformity, refer to the requirements on Self-Assessment and Internal Inspection in the Standard.</p>	The CH
Steps to prepare for the external verification of compliance		
9	<p><b>The CB and CH agree on audit dates</b></p>	The CB

<sup>13</sup> For more information on the content of the certification agreement refer to the **Rules for Certification Bodies**.

<sup>14</sup> 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.



Certification Process		
Step	Rules per step	Responsible Actor
	<p><b>2.1.16.</b> The CB shall indicate the scheduled start date of the audit to The Rainforest Alliance <b>4 weeks</b><sup>15</sup> before the first day of the audit (certification, re-certification, surveillance). If the date changes, the new date shall be shared with The Rainforest Alliance no less than <b>4 weeks</b> before the first day of the new audit dates.</p> <p><b>2.1.17.</b> In the event that the audit is planned to take place or takes place <b>longer than 2 months</b> after the confirmation of the scope of the CH, the CH shall update its scope and implement any new requirements that may be applicable based on the scope update before the audit.</p>	
Steps to prepare for the external verification of compliance		
10	<p><b>The CH updates/provides audit preparation data</b></p> <p><b>2.1.18.</b> All CHs shall complete or revise their audit preparation data and provide the applicable documents/data to the CB before the audit. <b>The CB shall not share the audit plan until all below documents have been submitted.</b></p> <ul style="list-style-type: none"> <li>a. Certification scope information including details of sites, processing units, intermediaries, subcontractors and service providers</li> <li>b. Certification Application Form (CAF)</li> <li>c. Management plan</li> <li>d. Self-assessment</li> <li>e. Group Member Registry (GMR)</li> <li>f. Geodata risk assessment as obtained from the RACP after upload of data (combination of points and polygons as required in the standard). For more information on geodata, see Guidance D. on Geolocation Data Requirements and geodata Risk Maps</li> <li>g. Indicator data</li> </ul> <p><b>2.1.19.</b> The CH shall upload the Group Member Registry (GMR) to the RACP <b>at least 2 weeks</b> before the audit.</p>	The CH

<sup>15</sup> A week is 7 days, starting on any day of the week regardless of national holidays.



Certification Process		
Step	Rules per step	Responsible Actor
	<b>2.1.20.</b> If the CH has not shared all the above information in time for the audit plan to be prepared, the audit shall be postponed.	
11	<p><b>The Rainforest Alliance provides audit preparation data to the CB</b></p> <p><b>2.1.21.</b> For all CB audits, in addition to the information provided by the CH, the Rainforest Alliance shall provide the following, based on level of risk posed to conformity with the standard:</p> <ul style="list-style-type: none"> <li>a. An audit checklist with the minimum requirements to verify</li> <li>b. Geodata risk assessment based on the geodata provided by the CH. For more information refer to the Annex Chapter 1 and Guidance D. Geolocation Data Requirements and Risk Maps.</li> </ul>	The Rainforest Alliance
12	<p><b>The CH ensures that it has the correct documents and staff available during the audit</b></p> <p><b>2.1.22.</b> CH shall have the following staff or persons available and present during the audit, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Management representative</li> <li>b. HR/payroll staff</li> <li>c. Management of processing facilities</li> <li>d. Occupational Health and Safety Committee representative, if applicable</li> <li>e. Workers' representatives, if applicable</li> <li>f. Assess-and-address committee representative</li> <li>g. Gender committee representative</li> <li>h. Grievance committee representative</li> <li>i. Any other committees</li> </ul> <p><b>2.1.23.</b> CH shall make available the documents related to compliance with standard and audit requirements during the audit process.</p>	The CH





Certification Process		
Step	Rules per step	Responsible Actor
	<p><b>2.1.24.</b> If the CH contracts a service provider or intermediary, the CH shall ensure that documents from the provider or intermediary are available for/during the audit. If labor provider is used documentation related to the workers files of the workers employed through a labor provider are also available.</p>	
13	<p><b>The CB plans and prepares audit (certification or surveillance)</b></p> <p><b>2.1.25.</b> Before each certification or surveillance audit, the CB shall plan and prepare the audit incorporating the information provided by the CH in the audit preparation data, and the geodata risk assessment results provided by the Rainforest Alliance.</p> <p><b>2.1.26.</b> The CB shall provide the audit plan at least <b>2 weeks</b> before the start date of the audit For more information on the rules that apply for the audit, refer to the section <b>on external verification of conformity</b> below. For more information on the process of the audit, refer to the <b>Auditing Rules</b>.</p>	The CB
Steps of the audit and post audit activities		
14	<p><b>The CB conducts on site audit (certification or surveillance)</b></p> <p><b>2.1.27.</b> If, during the audit, the CB finds that any information in the certification scope 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.</p> <p><b>2.1.28.</b> During the closing meeting of the audit, the CB shall provide the list of NCs identified by the audit team. This list may change after the quality review of the CB, in which case the CB shall notify the CH of any changes.</p> <p>For more information refer to the <b>Auditing Rules</b>.</p>	The CB



Certification Process		
Step	Rules per step	Responsible Actor
15	<p><b>The CB provides a draft audit report to the CH and performs quality review</b></p> <p><b>2.1.29.</b> For all audits, the CB shall provide to the CH a draft audit report including a description of NCs identified, using the Rainforest Alliance checklist.</p> <p><b>2.1.30.</b> The draft audit report shall be provided no later than <b>2 weeks</b> after the last day of the audit.</p> <p><b>2.1.31.</b> After the draft audit report has been completed, the report shall be reviewed by the CB through its internal quality management system. The CB make the final report available to the CH within 4 weeks after the last day of the audit.</p> <p><b>2.1.32.</b> 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.</p>	The CB
16	<p><b>The CH resolves nonconformities</b></p> <p><b>2.1.33.</b> All CHs that have received one or more NCs shall close at least all NCs with mandatory requirements following the process described under the section <b>Nonconformities and possible consequences</b> of this document.</p> <p><b>2.1.34.</b> The timeline for closure of the NCs shall be defined by the CH and the CB considering the maximum of 12 weeks after the last day of the audit that is defined for the CH to provide evidence of closure to the CB.</p>	The CH



Certification Process		
Step	Rules per step	Responsible Actor
17	<p><b>The CB verifies that nonconformities have been resolved and takes certification decision</b></p> <p><b>2.1.35.</b> The CB shall verify that all the evidence submitted by the CH is sufficient to close the NCs. The CB may conduct an on-site follow up audit if required (for more information see section <i>Follow up audit</i> in this document).</p> <p><b>2.1.36.</b> Once the evidence of closure has been verified, the CB shall make a certification decision</p> <p><b>2.1.37.</b> The CB shall take the certification decision within the following timelines:</p> <ul style="list-style-type: none"> <li>a. If any NCs were identified: within <b>2 weeks</b> of closure of NCs, no later than <b>12 weeks</b> after the last day of the audit.</li> <li>b. If no NCs were identified: within <b>4 weeks</b> after the last day of audit.</li> </ul> <p>For more information, refer to the <b>Auditing Rules</b>.</p>	The CB
18	<p><b>The CB provides certification decision and final audit report information to The Rainforest Alliance</b></p> <p><b>2.1.38.</b> The CB shall submit the certification decision and the final audit report within <b>1 week</b> after the certification decision has been taken.</p> <p><b>2.1.39.</b> For all certification and surveillance audits the CB shall provide the final audit report in the RACP including:</p> <ul style="list-style-type: none"> <li>a. The certification decision taken</li> <li>b. The executed audit plan including dates and audit team</li> <li>c. The CAF</li> <li>d. The final audit findings checklist</li> <li>e. The GMR and/or indicator data in case there is an updated version after the CH upload</li> <li>f. Validation/non-validation of certification scope and data provided by the CH</li> <li>g. The certificate and annex (only in case of a positive certification decision)</li> </ul>	The CB



Certification Process		
Step	Rules per step	Responsible Actor
19	<p><b>The Rainforest Alliance performs data analysis</b></p> <p><b>2.1.40.</b> The Rainforest Alliance performs data analysis of the audit information. These analyses are part of the CH and CB monitoring activities performed by the Rainforest Alliance and may result in additional assurance activities. The Rainforest Alliance provides a response to the CB <b>within 1 week</b>.</p>	The Rainforest Alliance
20	<p><b>CB provides/clarifies certification decision and data to the Rainforest Alliance</b></p> <p><b>2.1.41.</b> If requested by the Rainforest Alliance, the CB shall clarify and/or provide additional information on the certification decision and data <b>within 1 week</b> after the request for additional information or clarification.</p>	The CB
21	<p><b>The CH receives license to use the Rainforest Alliance traceability platform and seal</b></p> <p><b>2.1.42.</b> If the certification process and all information is deemed credible by the Rainforest Alliance, a license to use the RA traceability platform shall be issued by the Rainforest Alliance.</p> <p><b>2.1.43.</b> Until the license is issued:</p> <ul style="list-style-type: none"> <li>a. The CH shall not sell or ship any product with a Rainforest Alliance certification product claim.</li> <li>b. Any seal approval (see <b>Rainforest Alliance Labeling and Trademark Policy</b>) is not valid without a valid active license in the RACP.</li> </ul> <p><b>2.1.44.</b> Once a CH has demonstrated conformity and this has been verified by the Rainforest Alliance, 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.</p> <p><b>2.1.45.</b> CHs that have farming in their certification scope shall receive a certificate annex with certified area and estimated volume to be harvested within the year of certification per crop, valid for one year. This annex shall be provided yearly (after every yearly audit, and only in case of positive certification decision), based on the yearly volume estimation.</p> <p><b>2.1.46.</b> The scope mentioned on the certificate shall be according to the template provided by the Rainforest Alliance.</p>	The Rainforest Alliance



Certification Process		
Step	Rules per step	Responsible Actor
	<b>2.1.47.</b> 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). For farms or farmer groups, this is the name of the farm or farmer group and not the name of the entity investing in the Rainforest Alliance certification program (if it differs from the farm or farmer group) <sup>16</sup> .	

Table CR 3: Certification Process Overview

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<sup>16</sup> An entity investing in the Rainforest Alliance certification program may be mentioned under the name of the farm or farmer group if it differs from the name of the CH implementing the program.

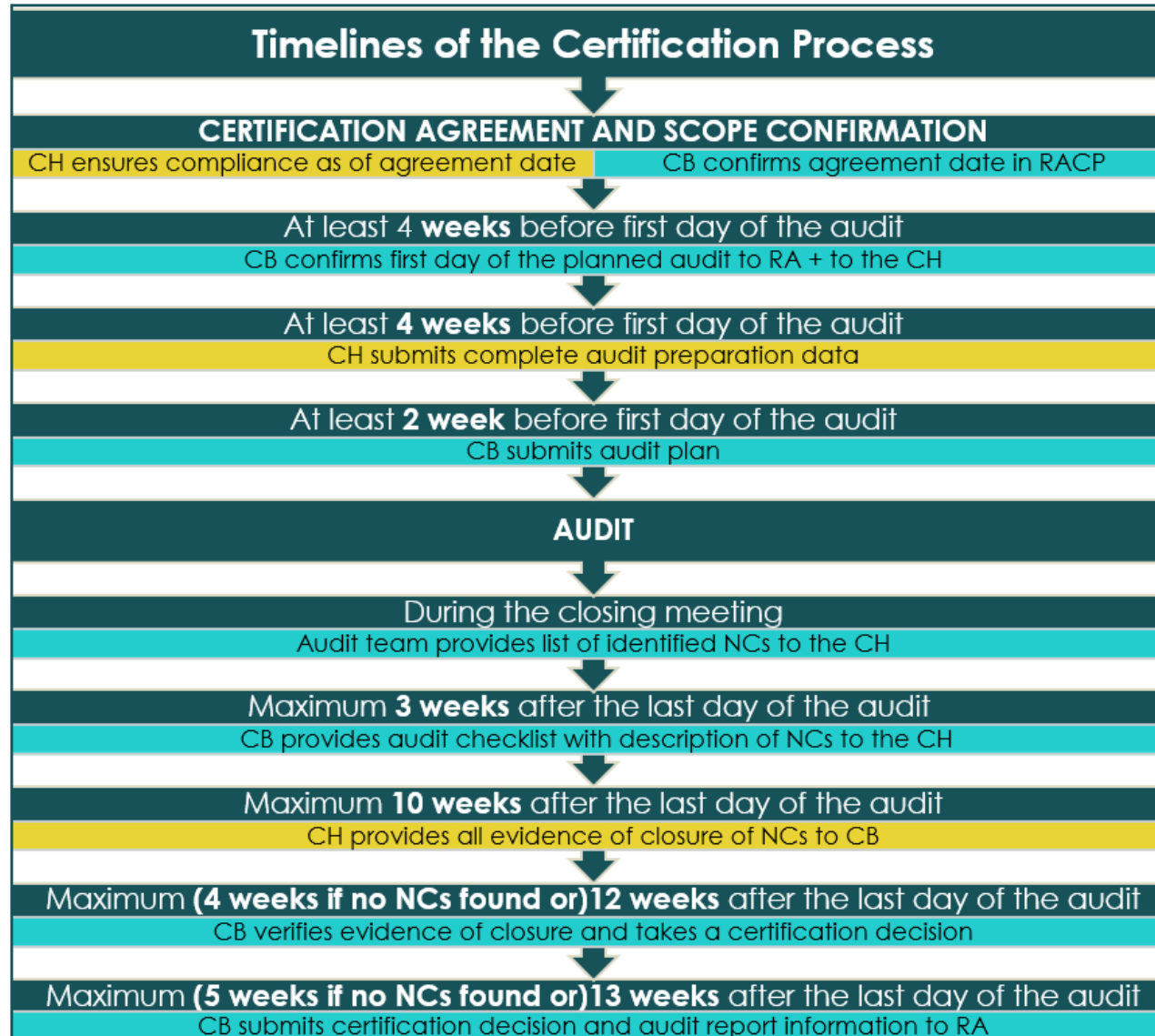


Figure CR4: Timelines of the Certification Process



## 2.2. CERTIFICATION RULES FOR FARM CERTIFICATE HOLDERS

- 2.2.1. Any farm shall not simultaneously be certified under more than one Rainforest Alliance certificate for the same crop.
- 2.2.2. Parallel production (certified plots and non-certified plots of the same certified crop(s) within one farm) is not allowed<sup>17</sup>.
- 2.2.3. If the CH uses intermediaries, those shall be included in the Rainforest Alliance certification program under the certification scope of the CH.
- 2.2.4. The entire certification scope including management of a CH shall be located within the same country.
- 2.2.5. Certified sales of farms in scope of certification shall be managed centrally by the group or multi-farm management.
- 2.2.6. For all CHs the person responsible for coordination and ensuring compliance with the Rainforest Alliance certification program shall be at least one of the users of the RACP.
- 2.2.7. All entities included in the certification scope shall be compliant with the highest certification level within the group or multi-farm (see levels in the Farm Requirements).
- 2.2.8. Groups may subdivide group members into different sections/regions/internal inspection regions/sub-groups/etc. In such case, the following applies:
  - a. There shall be an overarching group management that is responsible for conformity of all actors that fall under the scope of the certification of the entire group.
  - b. Each section/region/internal inspection region/sub-group/etc. may implement an internal inspections system provided the overarching group management verifies the functioning of each section's/region's/internal inspection region's/sub-group's/etc. internal inspection system during the self-assessment.
- 2.2.9. If large farms are part of a group:
  - a. All large farms and processing units covered in the certification scope of the group shall be registered in the RACP under the certification account of the group.
  - b. Management requirements applicable to group members with large farms shall be implemented by the group members with large farms, however group management is responsible for conformity.

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<sup>17</sup> In case a CH is composed of several farms, it is possible some farms are included in certification and produce certified product, and some are not included in certification and produce conventional product. This is allowed, and potential processing sites may handle certified and non-certified product if segregation can be assured.



**2.2.10.** All sites and/or farms shall have a legal or contractual link with the central management of the CH and shall be subject to a single management system for the management of at least all activities related to the certification scope.

**2.2.11.** Two or more sites and/or farms are considered to operate a joint management system if:

- a. There is an identified central location where the activities of sites and/or farms are managed.
- b. Implementation of the Standard Requirements is managed centrally.
- c. Documents and records needed for certification are stored by the managing site and/or farm.
- d. There is evidence that proves that the central management is owned by the same company as the sites and/or farms or is contracted by the sites and/or farm(s) to manage the production and processing areas.

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

**2.2.12.** The geodata provided by the CH in the GMR shall be internally verified by the management of the CH as set out in the table below.

#### Internal verification geodata by CH management

Topic from the standard	Rules
Conversion of natural forest and natural ecosystems (6.1.1)	<p><b>2.2.13. Points:</b></p> <ul style="list-style-type: none"> <li>a. Group members with farms identified as <b>high risk</b> must be visited by group management to gather evidence and document whether or not conversion of natural ecosystems (deforestation) occurred inside the farm boundaries as indicated by the risk maps. If there is evidence that conversion occurred, the group member must be excluded from the group. If there is evidence that conversion did not occur, the group member can remain in the group and group management must show evidence during the audit.</li> <li>b. Group members with farms identified as <b>medium risk</b> in the risk map shall be visited by the CH to assess whether conversion of natural ecosystems happened inside the farm boundaries as indicated. If conversion occurred, the group member shall be excluded from the group.</li> <li>c. Group members with farms in which deforestation occurred shall be excluded from the group.</li> </ul>





Topic from the standard	Rules
Conversion of natural forest and natural ecosystems (6.1.1) (cont'd)	<p><b>2.2.14. Polygons:</b></p> <ul style="list-style-type: none"> <li>a. Group members with farms identified as <b>high risk</b> in the risk map shall either be excluded from the group or evidence shall be provided that no conversion has happened within the farm boundaries</li> <li>b. Large farms part of the group identified as <b>high risk</b> should be excluded from the group unless evidence is provided that no conversion has happened within the farm boundaries. If the member converted area <b>is less than 1% of the farm area or 10 ha (whichever is smaller)</b> and the CH wants to apply <b>minor conversion</b> the member shall submit a restoration/compensation plan in collaboration with an ecologist which shall be reviewed by the CB</li> <li>c. Individual CHs identified as <b>high risk</b> shall not proceed with certification unless evidence can be provided that no conversion has happened within the farm boundaries. If the converted area <b>is less than 1% of the farm area or 10 ha (whichever is smaller)</b> and the CH wants to apply <b>minor conversion</b>, the member shall submit a restoration/compensation plan that shall be developed in collaboration with an ecologist. This must be reviewed by the CB.</li> <li>d. Group members with farms in which deforestation occurred shall be excluded from the group.</li> </ul>
Production and processing in protected areas and designated buffer zones (6.1.2)	<p><b>2.2.15. Points:</b></p> <ul style="list-style-type: none"> <li>a. Group members with farms with production inside '<b>No-go</b>' PA shall be excluded from the group.</li> <li>b. Group members with farms with production inside '<b>Go</b>' PA who don't comply with <i>applicable law</i> should be excluded from the group.</li> <li>c. Group members with farms identified as <b>high risk</b> should be excluded from the group <b>OR</b> the CH should visit all those farms and gather evidence showing that production didn't occur inside the '<b>No-go</b>' PA.</li> <li>d. Group members with farms identified <b>as medium risk should</b> be visited by the group to assess whether production happened inside the PA and whether it complies with the <i>applicable law</i>.</li> </ul>



Topic from the standard	Rules
Production and processing in protected areas and designated buffer zones (6.1.2) (cont'd)	<p><b>2.2.16. Polygons:</b></p> <ul style="list-style-type: none"> <li>a. Group members with farms with production inside '<b>No-go</b>' PA should be excluded from the group.</li> <li>b. Group members with farms with production inside '<b>Go</b>' PA that don't comply with <i>applicable law</i> for these areas as defined by the relevant authorities should be excluded from the group.</li> <li>c. Individual farms where conversion is carried out in a place and manner that violates requirement on <b>Production and processing in Protected areas and designated buffer zones</b> of the standard or applicable law shall not be certified.</li> </ul>

Table CR 4. Use of Geodata in Internal Verification by Organization Management

## 2.3. VERIFICATION OF CONFORMITY FOR FARM CERTIFICATE HOLDERS

This section describes different types of verification processes for conformity for Farm CHs, when those audits apply and the rules and conditions that are applicable per type of audits (additional requirements applicable are described in the Auditing Rules).

The certification process is based on a three-year cycle, with yearly audits, one certification and two surveillance audits. Additionally, the CH might receive other type of audits, as described in the table CR 5 *Types of Audits* below.

Type of audit	Description
Certification audit	Farm CHs shall receive a certification audit to become part of the Rainforest Alliance certification program. To remain part of the Rainforest Alliance certification program, this audit is repeated each three years.
Surveillance audit	In between the three year certification audits, to verify the maintenance of their conformity with the standard, a CH shall receive a yearly surveillance audit.
Follow-up audit	Where NCs are identified during the certification or surveillance 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 and surveillance audits, the CB shall carry out yearly surprise audits on at least 10% of the Farm CHs in their portfolio of the previous calendar year.



Type of audit	Description
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 5: Types of Audits

## Obligations of the CH

**2.3.1.** In all types of audits, the CH shall:

- a. Accommodate all audit activities as communicated by the audit team prior to, during, and after the audit.
- b. Fully cooperate with the audit team.
- c. Provide the audit team full access to all facilities, areas and resources required to evaluate the certification scope of the CH throughout the course of the audit activities.
- d. Provide ground transportation to the audit team for any required traveling between locations within the certification/audit scope (for example between farms, between sites, from/to subcontractors/intermediaries/labor providers/service providers).
- e. Provide access to workers for interviews without coercing or coaching/training the workers with prepared answers.
- f. Provide access to required documentation.
- g. The CH and its representatives shall be out of eyesight during workers interviews, not to intimidate workers and audit team.
- h. Pay workers for their time spent during the auditing process at a fair and equitable rate.
- i. 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.
- j. Not record interviews in any way.
- k. 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.
- l. 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.



- 2.3.2.** The CH shall pay the CB at least 70% of the audit fees **3 weeks** prior to the first date of the audit.
- 2.3.3.** 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 is informed of the audit.
- 2.3.4.** If the certification process is terminated by the CB or the CH receives a suspension, non-certification or cancellation, the CH shall still cover all costs involved, including the cost of any subsequent audit that may be required.
- 2.3.5.** CH shall make accessible to workers the contact details of the CB or lead auditor, as per preference of the CB.
- 2.3.6.** CH shall make accessible to workers the contact details of the grievance procedure of the CB

### Certification audit

- 2.3.7.** The (re)certification audit may take place at any point in the year, regardless of the harvest.
- 2.3.8.** The Rainforest Alliance reserves the right to require certification audits to take place during the harvest season for a set group of CHs (defined per country, region, sector, crop etc.).
- 2.3.9.** A certification audit that results in a positive certification decision shall provide the single farm, multi-farm, or farm group with:
  - a. A CB certificate valid for **3 years**, issued by the CB.
  - b. An estimated volume per crop in the certification scope. The estimated volume shall cover the volume estimated to be harvested during **1 year**, starting on the first day of the certificate.
  - c. A license to use the Rainforest Alliance traceability platform, provided by the Rainforest Alliance.
- 2.3.10.** The start date of the certificate, estimated volume, and license shall be the start date of the audit.
- 2.3.11.** The start date of the first certificate shall be the first day of the audit that led to a positive certification decision; any consecutive certificate shall start on the day after the expiry of the previous certificate.
- 2.3.12.** If there is more than one crop to be certified, the crop with the highest estimated volume shall count as reference for the determination of the audit dates and the start date of the certificate and estimated volume.
- 2.3.13.** All crops of the same CH shall have the same certification cycle.
- 2.3.14.** Only product harvested within the validity period of a certificate shall be eligible to be sold or shipped as certified.

### Surveillance audit

- 2.3.15.** If a first surveillance audit is required, the audit shall always take place **9 to 15 months after** the date of certification.



- 2.3.16.** If a second surveillance audit is required, the second surveillance audit shall always take place **21 to 27 months after** the date of certification.
- 2.3.17.** If the surveillance audit does not take place during the given timeframes, the valid certificate and license shall be cancelled and a new certification audit shall take place for the CH to become certified again.
- 2.3.18.** The surveillance audit should 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.
- 2.3.19.** A surveillance audit that results in maintenance of certification, shall provide the CH with a license to use the RA traceability platform, issued by the Rainforest Alliance.
- 2.3.20.** One of the two surveillance audits in a 3-year cycle shall take place during the harvest of the main certified crop.
- 2.3.21.** One of the two surveillance audits in a 3-year cycle shall take place when application of agrochemicals for the main certified crop is planned to take place. This may be during the harvest.
- 2.3.22.** Both surveillance audits shall take place during the harvest of the main crop to be certified if:
- a. The number of workers working outside of the harvest season is substantially less than the number of workers working during the harvest.
  - b. There is high risk of nonconformity with social topics<sup>18</sup> identified and flagged either by the CB or by the Rainforest Alliance.
- 2.3.23.** A surveillance audit that results in maintenance of certification, shall provide the CH with:
- a. An estimated volume per crop in the certification scope. The estimated volume shall cover the volume estimated to be harvested during **one year**, starting subsequently to the previous estimated volume.
  - b. An update of the previous estimated volume per crop in the certification scope based on the harvested volume and the sales performed.

### Follow-up audit

- 2.3.24.** The CB shall only perform an on-site or remote follow up audit when evidence of closure of non-conformities cannot be verified with a remote review of evidences provided by the CH. The reason for the follow up audit shall be justified in the audit report.

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<sup>18</sup> When referring to social topics, it refers to all topics and requirements included in Chapter 5 Social of the farm and supply chain standards.



**2.3.25.** The CH shall make full payment to the CB for all costs involved in reviewing the closure of NCs.

**2.3.26.** Where the CB finds new NC(s) during a follow-up audit or NC review, 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 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 10% surprise audits of Farm CHs (performed additionally to the certification and surveillance audits) shall be calculated based on the portfolio of Farm 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 that are additional to the certification and surveillance audits.

**2.3.30.** The CHs to receive a surprise audit shall be selected by the CB based on risk and consider at least:

2.3.30.1. Requests received from the Rainforest Alliance (if any)

2.3.30.2. 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

2.3.30.3. Complaints received about the CH (e.g. from the government, NGOs, or the Rainforest Alliance)

- a. The time period that the annual audit was conducted (during the harvest or not)
- b. New CHs that are in their first year of certification
- c. CHs that did not receive a surprise audit yet

**2.3.31.** All surprise audits shall be onsite.

**2.3.32.** The CB shall not give a notice 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 sample 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 audits

- 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 or cancel the certificate of the CH for an (in)definite period and may decide not to allow the CH to get certified again for an indefinite period.
  - b. The CH shall cover all costs involved for performing such an audit.
  - c. When allowed to maintain its certification, the CH shall implement all required corrective actions to respond to the findings of an investigation audit.
- 2.3.43.** The Rainforest Alliance reserves the right to carry out investigation audits by itself when deemed necessary. The CH shall implement any corrective action or follow-up actions resulting from these audits, where deemed necessary. The CB shall implement the follow-up actions resulting from these audits.

### Extension audit

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

- 2.3.44.** An extension audit shall be performed by the CB that the CH has a valid contract with. If the CB that the CH has a contract with is suspended or does not operate anymore, the CH shall contract a new CB.



- 2.3.45.** 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.
- 2.3.46.** The scope of the extension audit shall be limited to the scope of the extension.
- 2.3.47.** An extension audit shall take place while a CH has a valid certificate.

### **Rainforest Alliance Licensing**

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

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





## CHAPTER 3: APPLICABLE TO SUPPLY CHAIN CERTIFICATE HOLDERS

### 3.1. CERTIFICATION PROCESS FOR SUPPLY CHAIN CERTIFICATE HOLDERS

This section describes the steps to be taken by Supply Chain Certificate holders in order to become certified.

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

Certification Process		
Step	Rules per step	Responsible Actor
Steps to determine applicable requirements		
1	<p><b>The CH creates a certification account in the Rainforest Alliance certification platform (RACP)</b></p> <p><b>3.1.1.</b> All CHs that wish to join the Rainforest Alliance certification program shall create a certification account in the RACP.</p>	The CH
2	<p><b>The CH defines/updates certification scope<sup>19</sup></b></p> <p><b>3.1.2.</b> After creating a certification account, all CHs who wish to join the Rainforest Alliance certification program shall fill in and confirm their certification scope in the RACP.</p> <p><b>3.1.3.</b> 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. They do this by clicking 'calculate my verification levels'.</p>	The CH
3	<p><b>The Rainforest Alliance provides/updates list of applicable requirements from the standard and verification levels</b></p> <p><b>3.1.4.</b> Once the CH has defined and confirmed its certification scope in the RACP, the Rainforest Alliance shall provide the list of applicable requirements through the RACP, as well as the requirements that may be self-selected.</p>	The Rainforest Alliance

<sup>19</sup> In case of scope extension, the CH goes through the process from step 2 onwards.



Certification Process		
Step	Rules per step	Responsible Actor
	<p><b>3.1.5.</b> Once the CH has requested its verification level(s), the Rainforest Alliance shall provide the verification level that applies to each site within the scope of the Supply Chain CH.</p> <p><b>3.1.6.</b> The Rainforest Alliance reserves the right to update the applicable requirements and/or verification levels with a notification period defined on a case-by-case basis.</p>	
4	<p><b>The CH selects/updates self-selected requirements</b></p> <p><b>3.1.7.</b> The CH shall revise the list of applicable requirements provided by the RACP, choose additional self-selected requirements.</p> <p><b>3.1.8.</b> If the scope is not correct, the CH shall correct this in the RACP, return to step 2, and confirm the certification scope again. Applicability of standard requirements and verification levels may change.</p>	The CH
Steps to apply for an audit with a CB authorized by the Rainforest Alliance		
5	<p><b>The CH chooses a Rainforest Alliance authorized CB</b></p> <p><b>3.1.9.</b> All CHs who require a CB audit shall choose a CB authorized by the Rainforest Alliance for their certification scope.</p> <p><b>3.1.10.</b> To request a quotation with a CB, the CH shall share with the CB the Certification Application Form (CAF) found in their SCRA verification level email or our website.</p> <p><b>3.1.11.</b> CBs may offer quotations to the CH or the CH may request quotations from the CB based on the CAF information.</p> <p><b>3.1.12.</b> 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.</p>	The CH



Certification Process		
Step	Rules per step	Responsible Actor
6	<p><b>The CB signs agreement with the CH and confirms the scope</b></p> <p><b>3.1.13.</b> All CHs who require a CB certification audit shall sign a certification agreement<sup>20</sup> with the selected CB and confirm the agreement has been signed<sup>21</sup> in the RACP. This will give the CB access to the certification information of the CH where progress can be monitored and the necessary information for the audit preparation shall be shared.</p> <p><b>3.1.14.</b> 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.</p> <p><b>3.1.15.</b> 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 standard requirements, verification levels and audit costs.</p>	The CH + The CB
Steps to implement the program, collect applicable data and internal verification of compliance		
7	<p><b>The CH completes implementation of the applicable standard requirements</b></p> <p><b>3.1.16.</b> All CHs shall implement all applicable requirements from the Rainforest Alliance Sustainable Agriculture Standard.</p>	The CH
8	<p><b>The CH collects data and verifies its own conformity</b></p> <p><b>3.1.17.</b> All CHs shall verify their own conformity and that of all entities falling under their responsibility (see <b>Certification options</b>) with all applicable requirements and address any identified NCs. For more information on internal verification conformity, refer to the requirements on Self-Assessment and Internal Inspection in the Standard.</p>	The CH

<sup>20</sup> For more information on the content of the certification agreement refer to the **Rules for Certification Bodies**.

<sup>21</sup> 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.



Certification Process		
Step	Rules per step	Responsible Actor
Steps to prepare for the external verification of compliance		
9	<p><b>The CB and CH agree on audit dates</b></p> <p><b>3.1.18.</b> The CB shall indicate the scheduled start date of the audit to the Rainforest Alliance <b>4 weeks</b><sup>22</sup> before the first day of the audit (certification, re-certification, surveillance). If the date changes, the new date shall be shared by the CB to the Rainforest Alliance no less than <b>4 weeks</b> before the first day of the new audit dates.</p> <p><b>3.1.19.</b> In the event that the audit is planned to take place or takes place <b>longer than 6 months</b> after the confirmation of the scope of the CH, the CH shall update its scope and implement any new requirements that may be applicable based on the scope update before the audit.</p>	The CB
10	<p><b>The CH updates/provides audit preparation or endorsement data</b></p> <p><b>3.1.20.</b> 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 <b>before the CB share the audit plan with the CH:</b></p> <ul style="list-style-type: none"> <li>a. Certification scope information including details of sites, processing units, intermediaries, subcontractors, and service providers (provided in the RACP)</li> <li>b. Certification Application Form (CAF)</li> <li>c. SCRA results</li> <li>d. Management plan</li> <li>e. Self-assessment (provided in the RACP)</li> </ul> <p><b>3.1.21.</b> 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.</p>	The CH

<sup>22</sup> A week is 7 days, starting on any day of the week regardless of national holidays.



Certification Process		
Step	Rules per step	Responsible Actor
	<p><b>3.1.22.</b> If the information is not complete <b>before the CB share the audit plan with the CH</b> the audit shall be postponed.</p>	
11	<p><b>The RACP provides audit preparation data to the CB</b></p> <p><b>3.1.23.</b> For all CB audits, in addition to the information provided by the CH, the Rainforest Alliance shall provide the following, based on level of risk posed to conformity with the standard:</p> <ul style="list-style-type: none"> <li>a. An audit checklist with the minimum requirements to verify</li> <li>b. <b>For all multi-sites:</b> a list of sites and/or processing units to be used to define the audit sample</li> </ul>	The Rainforest Alliance
12	<p><b>CH makes sure that it has the right documents and staff available during the audit</b></p> <p><b>3.1.24.</b> 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:</p> <ul style="list-style-type: none"> <li>a. Process flow, processing records</li> <li>b. Accounting materials (i.e. invoices, product input records, product dispatch/delivery records, inventory balances, weight tickets)</li> <li>c. Commercial documents (i.e. technical sheets, transport documents, shipping documents, contracts)</li> <li>d. Traceability records, transaction records (platform reports)</li> <li>e. Training records</li> <li>f. Organizational structure (for multi-sites)</li> <li>g. Policies and operational procedures</li> <li>h. Self-assessment results</li> </ul> <p><b>3.1.25.</b> If the CH contracts a service provider or intermediary, the CH shall ensure that documents from the provider or intermediary are available for/during the audit. If labor provider is used documentation related to the workers files of the workers employed through a labor provider are also available.</p>	



Certification Process		
Step	Rules per step	Responsible Actor
	<p><b>3.1.26.</b> If labor provider is used, prior to the audit, the CB shall ensure that the audit team has access to at least the following information related to each <u>labor provider</u>:</p> <ul style="list-style-type: none"> <li>a. Name of person or company providing workers (legal name, if registered)</li> <li>b. Contact details</li> <li>c. Official/ national registration number, if available</li> <li>d. Number of workers hired through each labor provider, including number of men/women/age of workers</li> <li>e. Profile of the workers recruited through labor providers, including at least:               <ul style="list-style-type: none"> <li>i. Type of jobs/tasks (e.g. skilled/unskilled)</li> <li>ii. Working hours/time slots (e.g. certain shifts, days in the week, periods in the year/seasonality of work)</li> <li>iii. Origin (e.g. which country/region)</li> <li>iv. Primary language(s) spoken</li> </ul> </li> </ul>	
13	<p><b>The CB plans and prepares audit (certification or surveillance)</b></p> <p><b>3.1.27.</b> Before each certification or surveillance audit, the CB shall plan and prepare the audit incorporating the information provided by the CH in the audit preparation data, and the geodata risk assessment results provided by the Rainforest Alliance.</p> <p><b>3.1.28.</b> The CB shall provide the audit plan at least <b>2 weeks</b> before the start date of the audit. For more information on the rules that apply for the audit, refer to the section <b>on external verification of conformity</b> below. For more information on the process of the audit, refer to the <b>Auditing Rules</b>.</p>	The CB



Steps of the audit and post audit activities		
14	<p><b>The CB conducts the audit (certification or surveillance)</b></p> <p><b>3.1.29.</b> If during the audit the CB finds that any information in the certification scope and SCRA of the CH is incorrect, this shall be adjusted by the CH and any additional requirements resulting from this adjustment shall be met before certification.</p> <p><b>3.1.30.</b> During the closing meeting of the audit, the CB shall provide the list of NCs identified by the audit team. This list may change after the quality review of the CB, in which case the CB shall notify the CH of any changes.</p> <p>For more information refer to the <b>Auditing Rules</b>.</p>	The CB
15	<p><b>The CB provides a draft audit report to the CH and performs quality review</b></p> <p><b>3.1.31.</b> For all audits, the CB shall provide to the CH a draft audit report including a description of NCs identified, using the Rainforest Alliance checklist.</p> <p><b>3.1.32.</b> The draft audit report shall be provided no later than <b>2 weeks</b> after the last day of the audit.</p> <p><b>3.1.33.</b> 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.</p> <p><b>3.1.34.</b> 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.</p> <p><b>3.1.35.</b> The Rainforest Alliance reserves the right to require the CB to share the results of the CB's internal quality review and require the CB to follow up on those results.</p>	The CB
16	<p><b>The CH resolves nonconformities</b></p> <p><b>3.1.36.</b> All CHs that have received one or more NCs shall close all NCs with mandatory requirements following the process described under the section <b>Nonconformities and possible consequences</b> of this document.</p> <p><b>3.1.37.</b> The timeline for closure of the NCs shall be defined by the CH and the CB considering the maximum of 10 weeks after the last day of the audit that is defined for the CH to provide evidence of closure to the CB.</p>	The CH
17	<p><b>The CB verifies that nonconformities have been resolved and takes certification decision</b></p>	The CB



	<p><b>3.1.38.</b> 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 an on-site follow up audit if required (for more information see section <i>Follow up audit</i> in this document).</p> <p><b>3.1.39.</b> Once the evidence of closure has been verified, the CB shall take a certification decision (certification, non-certification, de-certification).</p> <p><b>3.1.40.</b> The CB shall take the certification decision within the following timelines:</p> <ul style="list-style-type: none"> <li>c. If any NCs were identified: within <b>12 weeks</b> after the last day of the audit</li> <li>d. If no NCs were identified: within <b>5 weeks</b> after the last day of audit</li> </ul> <p>For more information, refer to the section <b>Auditing Rules</b> in this document.</p>	
18	<p><b>The CB provides certification decision and final audit report information to the Rainforest Alliance</b></p> <p><b>3.1.41.</b> The CB shall submit the certification decision and the final audit report through the RACP within <b>1 week</b> after the certification decision has been taken.</p> <p><b>3.1.42.</b> For all certification and surveillance audits the CB shall provide the final audit report in the RACP including:</p> <ul style="list-style-type: none"> <li>h. The certification decision taken</li> <li>i. The executed audit plan including dates and audit team</li> <li>j. The CAF</li> <li>k. The final audit findings checklist</li> <li>l. Validation/non-validation of certification scope and data provided by the CH</li> <li>m. The certificate and annex (only in case of a positive certification decision)</li> </ul>	The CB
19	<p><b>The Rainforest Alliance performs data analysis</b></p> <p><b>3.1.43.</b> The Rainforest Alliance performs data analysis of the audit information. These analyses are part of the CH and CB monitoring activities performed by the Rainforest Alliance and may result in additional assurance activities. The Rainforest provides a response to the CB <b>within 1 week</b>.</p>	The Rainforest Alliance





20	<p><b>CB provides/clarifies certification decision and data to the Rainforest Alliance</b></p> <p><b>3.1.44.</b> If requested by the Rainforest Alliance, the CB shall clarify and/or provide additional information on the certification decision and data <b>within 1 week</b> after the request for additional information or clarification.</p>	The CB
21	<p><b>The CH receives license to use the Rainforest Alliance traceability platform and seal</b></p> <p><b>3.1.45.</b> If the certification process and all information is deemed credible by the Rainforest Alliance, a license to use the RA traceability platform shall be issued by the Rainforest Alliance.</p> <p><b>3.1.46.</b> Until the license is issued:</p> <ul style="list-style-type: none"> <li>a. The CH shall not sell or ship any product with a Rainforest Alliance certification product claim.</li> <li>b. Any seal approval (see <b>Rainforest Alliance Labeling and Trademark Policy</b>) is not valid without a valid active license in the RACP.</li> </ul> <p><b>3.1.47.</b> Once a CH has demonstrated conformity and this has been verified by the Rainforest Alliance, 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.</p> <p><b>3.1.48.</b> CHs that have farming in their certification scope shall receive a certificate annex with certified area and estimated volume to be harvested within the year of certification per crop, valid for one year. This annex shall be provided yearly (after every yearly audit, and only in case of positive certification decision), based on the yearly volume estimation.</p> <p><b>3.1.49.</b> The scope mentioned on the certificate shall be according to the template provided by the Rainforest Alliance.</p> <p><b>3.1.50.</b> 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). For farms or farmer groups, this is the name of the farm or farmer group and not the name of the entity investing in the Rainforest Alliance certification program (if it differs from the farm or farmer group)<sup>16</sup>.</p>	The Rainforest Alliance

Table CR 3: Certification Process Overview

## 3.2. CERTIFICATION RULES FOR SUPPLY CHAIN CERTIFICATE HOLDERS

- 3.2.1.** 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.
- 3.2.2.** 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 Standard 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.

**3.2.3.** In case of multi-site certification at supply chain level, sites may be located in more than one country. However, all sites shall be located within the same allowed geographical region. The allowed geographical regions are:

- a. Africa
- b. Asia and Pacific
- c. Europe and Middle East and Turkey
- d. Latin America
- e. US and Canada

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

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



### 3.3. VERIFICATION OF CONFORMITY FOR SUPPLY CHAIN CERTIFICATE HOLDERS

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 CR 8) describes the different types of verification.

For supply chain CHs, the type of yearly 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 exempted from an external CB audit and are eligible to go through the endorsement process (an approval to join the Rainforest Alliance certification program provided by the Rainforest Alliance) to become or remain part of the Rainforest Alliance program.
Certification audit	Depending on the verification level(s) of the site(s) of the supply chain CH, the CH may need a certification audit. Depending on the verification level, the certification audit may be performed on-site or remotely.
Surveillance audit	Supply chain CHs may require a surveillance audit (on-site or remote) to verify the maintenance of their conformity with the standard.
Follow-up audit	Where NCs are identified during the certification or surveillance 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 and surveillance audits, the CB shall carry out surprise audits on at least 10% 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 8: Type of verification for SC CHs

**3.3.1.** 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 5 below, by the RACP.

**3.3.2.** 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 9 below.



- 3.3.3.** The risk indicators that define the verification level include but are not limited to activities, location, crop information, volumes (see Table 6: Small Volume Thresholds), applicability of any requirement from chapter 5 of the standard, history, etc.
- 3.3.4.** Changes in scope or increases in verification level between years may require an extension audit. If a CH changes from verification level A to B-E or from A to B-E within their 3-year cycle, they will begin again at the certification year.

Table CR 9: Verification Levels

Verification level	Verification method		
	Certification	Surveillance 1	Surveillance 2
A-very low	No audit	No audit	No audit
B-low	CB remote certification audit	CB remote surveillance audit	No audit
C-medium	On site CB certification audit	CB remote surveillance audit	No audit
D-high	On site CB certification audit	On site CB surveillance audit	CB remote surveillance audit
E-very high	On site CB certification audit	On site CB surveillance audit	On site CB surveillance audit

- 3.3.5.** If a level A site is part of a multi-site with other sites, B-E, the level A site shall be included in the certificate of the CB.
- 3.3.6.** For the Surveillance 2 verification, the central management location shall be consulted as a part of the audit process but does not result in an increase in the sample size.
- 3.3.7.** The number of sites sampled shall be the square root of all sites requiring an audit in that certification year.
- 3.3.8.** 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.



**3.3.9.** Supply chain CHs owning and/or physically handling volumes below the thresholds outlined below are considered small volume CHs based on which a lower verification level might be justified. In case of several sites or several crops under one certification scope, the following applies:

- a. In case of several sites, the combined total volumes of 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
Hazelnut	50 MT	Hazelnut Kernel
Coconut Oil	100 MT	Crude Coconut Oil
Flowers	500,000 Stems	Flower Stems

*Table CR 9: Small Volume Thresholds*

**3.3.10.** In some cases, CHs may apply for a lower verification level under the conditions specified under the section *Incentives* of this document.

**3.3.11.** 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

**3.3.12.** In all types of audits, the CH shall:

- a. Accommodate all audit activities as communicated by the audit team prior to, during, and after the audit.
- b. Fully cooperate with the audit team.
- c. Provide the audit team full access to all facilities, areas and resources required to evaluate the certification scope of the CH throughout the course of the audit activities.
- d. Provide ground transportation to the audit team for any required traveling between locations within the certification/audit scope (for example between farms, between sites, from/to subcontractors/intermediaries/labor providers/service providers).
- e. Provide access to workers for interviews without coercing or coaching/training the workers with prepared answers.<sup>23</sup>
- f. The CH and its representatives shall be out of eyesight during workers interviews, not to intimidate workers and audit team.
- g. Pay workers involved in the auditing process at a fair and equitable rate.
- h. Provide private facility for the audit team to perform interviews when required and shall not take notes on the interviewee names or sectors or any other information that can allow the CH to track the interviewed workers.
- i. Not record interviews in any way.
- j. Ensure that its personnel do not intervene with any auditing activities, including interviews, in bad faith or otherwise with the intent to disrupt the audit.
- k. Accept the CB's decisions and submit any disagreement with the audit process, results or certification decision in accordance with the Grievance Procedure as set forth in the section Grievance Procedure.

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

**3.3.14.** 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 is informed of the audit.

**3.3.15.** Failure to fulfil any of the responsibilities set out above may result in:

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<sup>23</sup> The workers should be able to explain about their work, in the way they perceive it.



- a. Suspension, non-certification or cancellation of the CH. The Rainforest Alliance may decide not to allow the CH to be (re)certified for a specific period or indefinitely. This may be requested by the CB or at the Rainforest Alliance's own discretion.
- b. Termination of the certification process by the CB. The CB may decide to terminate the certification process with a CH and issue a non-certification and cancel the active certificate if any.

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

### Certification audit

**3.3.17.** The certification audit may take place at any point in time. However, any certified product purchased longer than **3 months prior to** the first audit day shall not have Rainforest Alliance certified status.

**3.3.18.** Certified products purchased and processed without a valid certificate longer than **3 months prior to** the (re)certification audit shall not be sold, shipped or processed as Rainforest Alliance certified and shall be removed from the traceability account of the CH.

**3.3.19.** The re-certification audit shall take place no longer than **3 months prior to** the expiry of the current certificate.

**3.3.20.** A (re)certification audit that results in a positive certification decision shall provide the CH with:

- a. A certificate valid for **3 years**, issued by the CB
- b. A license to use the RA traceability platform, issued by the Rainforest Alliance

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

### Surveillance audit

**3.3.22.** If a first surveillance audit is required as per the section on external verification of compliance in this document, the first surveillance audit shall always take place **9 to 15 months after** the start date of the CHs certificate.

**3.3.23.** If a second surveillance audit is required, the second surveillance audit shall always take place **21 to 27 months after** the start date of the CHs certificate.

**3.3.24.** If the surveillance audit does not take place during the given timeframes, the valid certificate and license shall be cancelled and a new certification audit shall take place for the CH to become certified again.

**3.3.25.** A surveillance audit is a full-scope audit. The CB may decide to adjust the audit sample (group members, interviews, documents, sites etc.) and audit duration on-site as relevant to achieve the audit objectives.



- 3.3.26. The surveillance audit shall be performed preferably when the greatest number of higher-risk activities are performed and/or when the CB estimates that the greatest number of workers will be present.
- 3.3.27. A surveillance audit that results in maintenance of certification, shall provide the CH with a license to use the RA traceability platform, issued by the Rainforest Alliance.

### Follow-up audit

- 3.3.28. The CB shall only perform an on-site or remote follow up audit when evidence of closure of non-conformities cannot be verified with a remote review of evidences provided by the CH. The reason for the follow up audit shall be justified in the audit report.
- 3.3.29. 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.
- 3.3.30. The CH shall make full payment to the CB for all costs involved in reviewing the closure of NCs.
- 3.3.31. A follow-up audit may have limited scope depending on the NCs found by the CB which lead to the follow-up audit.
- 3.3.32. 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.
- 3.3.33. The CH shall pay the CB for all additional costs involved.

### Surprise audit

- 3.3.33. The 10% surprise audits of Supply Chain CHs (performed additionally to the certification and surveillance audits) 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.
- 3.3.34. The CBs shall bear the costs of the surprise audits that are additional to the certification and surveillance audits.
- 3.3.35. The CHs to receive a surprise audit shall be selected by the CB based on risk and consider at least:
  - a. Requests received from the Rainforest Alliance (if any)
  - b. The CB's risk analysis of the CH (taking into account the number and severity of NCs identified during the previous audit), the implementation of corrections and corrective actions, and other relevant justifiable reasons the CB may have, including possibilities of national law violations, violation to human rights and appearance in official databases that represent risk of credibility to the Rainforest Alliance and the CB
  - c. Complaints received about the CH (e.g. from the government, NGOs, or the Rainforest Alliance)





- d. The time period that the annual audit was conducted (during the harvest or not)
- e. New CHs that are in their first year of certification
- f. CHs that did not receive a surprise audit yet

**3.3.36.** All surprise audits shall be onsite.

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

**3.3.38.** 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).

**3.3.39.** The Rainforest Alliance reserves the right to:

- c. Require a specific CH to be included in the 10% of surprise audits.
- d. 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**

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

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

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

**3.3.43.** 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.

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

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

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



**3.3.47.** 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.

**3.3.48.** 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

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

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

**3.3.50.** For supply chain CHs, if the CH has an endorsement and the extension requires a CB audit, the CH shall contract a CB and receive a certification audit for all sites in verification levels B to E, as per the certification process.

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

**3.3.52.** 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.

**3.3.53.** The scope of the extension audit shall be limited to the scope of the extension.

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



## CHAPTER 4: APPLICABLE TO ALL CERTIFICATE HOLDERS

### 4.1 EXTENSIONS

**4.1.1.** In the event of changes in the certification scope or CH organization that may affect the conformity of the CH, the CH shall inform the CB in writing immediately. Such changes may include change in key responsible persons, change in ownership, etc.

**4.1.2.** Changes in the scope that occur during the validity of a certificate and that imply an increase (i.e., more volume, group members, area, activities, sites, or performance level in the standard) shall be included through the scope extension audit process. For more information on the rules per type of extension, refer to the table below.

**4.1.3.** Any increase (i.e., more volume, group members, area, activities, sites, crop or traceability level) shall not be considered as certified until the extension process has been finalized successfully.

**4.1.4.** 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. For supply chain certificate holders, these requests shall be made no later than 6 months prior to the expiration of their current license.

**4.1.5.** 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. Set in motion the applicable assurance processes. This process is the same as the certification process, starting at step 2, with as scope the applicable requirements that have been added after the update of the profile



## Possible extensions and conditions

Possible extensions	Conditions	Verification needed
<b>4.1.6.</b> Selloff	<ul style="list-style-type: none"> <li>CHs can request a time-extension of their certificate and license of up to 3 months after the expiry date of their certificate and license, to the Rainforest Alliance or CB, to sell a product as Rainforest Alliance certified.</li> </ul>	<ul style="list-style-type: none"> <li>No extension audit is required; however, the Rainforest Alliance reserves the right to require an extension audit or deny such a request.</li> </ul>
<b>4.1.7.</b> Time	<ul style="list-style-type: none"> <li>CHs can request from their CB a time extension of up to 3 months from the start date of their scheduled audit, so long as it falls within the 9-to-15-month window as outlined in 2.3.15 and 3.3.21.</li> </ul>	<ul style="list-style-type: none"> <li>No extension audit is required; however, the Rainforest Alliance reserves the right to require an extension audit or deny such a request.</li> </ul>
<b>4.1.8.</b> Volume and/or area and/or group members	<ul style="list-style-type: none"> <li>If a CH harvests more than the estimated volume, adds farms or area to its scope, the CH may request an extension of maximum 30% of the already certified volume and/or area and/or group members/intermediaries per year.</li> <li>The extension shall be requested during the validity of the volume<sup>24</sup> that is to be extended.</li> <li>New group members shall have the same level of conformity as the existing group members.</li> <li>New group members and or intermediaries shall go through the internal inspection process and found compliant with all applicable requirements.</li> </ul>	<ul style="list-style-type: none"> <li>A CB extension audit is always mandatory for extensions that exceed 10% per year. For extensions below 10% per year, this is determined based on a risk Assessment performed by the Rainforest Alliance.</li> <li>The extension audit shall include an evaluation of the IMS and its verification of conformity of the added group members, intermediaries, volumes and area, and at least the square root of the number of new group members and/or members with new area and/or volume and/or intermediaries is required during that year before the extension may be added to the existing certificate.</li> </ul>

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



Possible extensions	Conditions	Verification needed
<p><b>4.1.9.</b> Traceability level</p>	<ul style="list-style-type: none"> <li>The CH shall implement all requirements applicable to the traceability to add and verify its own conformity through a self-assessment.</li> </ul>	<ul style="list-style-type: none"> <li>The verification of conformity needed before the new traceability level is added to the license of the CH will be determined based on the update of the certification scope and the updated verification level, if applicable.</li> <li>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.</li> </ul>
<p><b>4.1.10.</b> Sites and processing units</p>	<ul style="list-style-type: none"> <li>The sites and processing units shall implement all requirements applicable, and the CH shall verify their conformity through a self-assessment.</li> </ul>	<ul style="list-style-type: none"> <li>The verification of conformity needed before the new site(s) are added to the license of the CH will be determined by the RACP.</li> <li>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.</li> </ul>



Possible extensions	Conditions	Verification needed
<b>4.1.11.</b> Crop	<ul style="list-style-type: none"> <li>The CH shall implement all requirements applicable and verify its own conformity through a self-assessment.</li> </ul>	<ul style="list-style-type: none"> <li>The verification of conformity needed before the new crop is added to the license of the CH will be determined based on the update of scope and verification level, if applicable.</li> <li>For CHs that want to include another crop with farming in scope, an extension audit is mandatory before the extension can be granted.</li> <li>For supply chain CHs, when the addition of new crop results in different activities than the scope of their current license, an extension audit is required.</li> </ul>
<b>4.1.12.</b> Processing activities	<ul style="list-style-type: none"> <li>The CH shall implement all requirements applicable and verify its own conformity through a self-assessment.</li> </ul>	<ul style="list-style-type: none"> <li>The verification of conformity needed before the new processing activities are added to the license of the CH will be determined based on the update of scope and verification level, if applicable.</li> <li>For supply chain CHs, when processing activities are added to the scope, an extension audit is required.</li> </ul>

Table CR 10: Rules Per Type of Extension

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



## 4.2. NONCONFORMITIES AND POSSIBLE CONSEQUENCES

This section explains what the possible consequences are in case of nonconformities (NCs).

### Identification of nonconformities during an audit

4.2.1. Failure to fulfil any of the responsibilities set out in these rules result in:

- a. Suspension, non-certification or cancellation of the CH. The Rainforest Alliance may decide not to allow the CH to be (re)certified for a specific period or indefinitely. This may be requested by the CB or at the Rainforest Alliance's own discretion.
- b. Termination of the certification process by the CB. The CB may decide to terminate the certification process with a CH and issue a non-certification and cancel the active certificate, if applicable.

4.2.1. Any NC identified during the external audit shall always be reported to the Rainforest Alliance and communicated to the CH.

4.2.2. The audit team is responsible for identifying and describing the NCs identified during the audit.

4.2.3. The CB certifier/reviewer is responsible for verifying any given NC and shall make adjustments if needed. This may be done **maximum 3 weeks** after the last day of the audit.

4.2.4. 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

4.2.5. All NCs found against applicable mandatory requirements during a certification audit shall be closed before the CH may be certified.

4.2.6. 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.

4.2.7. 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 or volume cancelled unless the CB decides to do so in case of non-certification. However, all NCs with applicable requirements shall be closed within the time frame mentioned in the certification process for the CH to maintain its certification.

4.2.8. If one or more NCs are found with a self-selected requirement and/or self-selected smart meter, the NC shall be closed before the CH may make any additional claims on that requirement and/or The Rainforest Alliance may share data with the relevant organizations.

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



**4.2.10.** The CH shall submit a proposed corrective action plan to the CB that includes:

- a. **Root cause:** In order to identify the root cause of the NC, the CH shall perform a root cause analysis (RCA).
- b. **Correction:** To correct the NC, the CH shall correct all 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. **A time frame** in which corrections and corrective actions shall be undertaken and evidence submitted to the CB, with a maximum of **12 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 12 weeks. The actions in the corrective action plan shall be concrete, time-bound, have begun implementation within 12 weeks from the last day of the audit, and will be finalized before the next audit, no later than the below timeframes:
  - i. For 5.1.4 Assess-and-Address, the full remediation of a case, in accordance with the Remediation Protocol (see 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.
  - ii. For 5.7 Housing, the construction of additional houses or adjustment of existing structures to house workers on-site. At least 50% of the implementation of the corrective action plan shall be completed before the next certification or surveillance audit and the full implementation of the plan shall be completed by the second audit after the nonconformity was raised.

**4.2.11.** The CB shall agree or disagree with the proposed corrective action plan. If the CB disagrees, the CB shall justify the reasons and the CH shall submit a new corrective action plan. The CH may submit a new action plan one time, after that the action plan may be evaluated with an NC review or follow-up audit.

**4.2.12.** The CB shall verify that the corrections and corrective actions have been taken and have been effective in eliminating the NC and its root cause through an NC review or follow-up audit.





**4.2.13.** 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 .

Type of requirement	Nonconformity	Action required
Mandatory requirement (applicable core or improvement requirement)	The requirement applies and the CH does not (fully) meet the requirement	Closure of NC to obtain or retain certification
Self-selected requirements	The CH voluntarily selected the requirement but does not (fully) meet the requirement	Closure of NC to make additional claims on the requirement and/or to receive verification against EUDR measures
Mandatory requirement (applicable core or improvement requirement) with indicator data or smart meter	The requirement applies and: <ul style="list-style-type: none"> <li>• there have been no actions implemented to meet the target</li> <li>• data collected for the smart meter or indicator is incomplete and/or not credible and/or not consistent</li> <li>• has not performed monitoring or made adaptations to the targets</li> </ul>	Closure of NC to obtain or retain certification
Self-selected requirement with indicator data or smart meter	The CH voluntarily selected the requirement and: <ul style="list-style-type: none"> <li>• there have been no actions implemented to meet the target</li> <li>• data collected for the smart meter or indicator is incomplete and/or not credible and/or not consistent</li> <li>• has not performed monitoring or made adaptations to the targets</li> </ul>	Closure of NC to make additional claims on the requirement and/or to receive verification against EUDR measures

Table CR11: Types of Nonconformity and Possible Consequences



## Non-certification or cancellation decision

- 4.2.14.** 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.
- 4.2.15.** 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.
- 4.2.16.** Possible reasons for reaching a non-certification or cancellation decision include, but are not limited to the reasons listed in rules 4.2.17-4.2.24.
- 4.2.17.** Corrective actions have not been implemented satisfactorily within the timeframe described in the certification process above.
- 4.2.18.** Recurrent NCs: if the same NC recurs during multiple audits, demonstrating a systemic failure of the management system.
- 4.2.19.** 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.
- 4.2.20.** 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.
- 4.2.21.** Systemic issues with irreversible<sup>25</sup> nonconformities that cannot be corrected, for example (but not limited to):
- a. Use of a product from the Rainforest Alliance list of banned pesticides for the production of certified crop.
  - b. Loss of traceability of product that is (to be) certified.
  - c. Conversion of forests or other natural ecosystems to agricultural production or other land uses that occurred after January 1st, 2014. For more information see *Geodata and risk maps* in this document.

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<sup>25</sup> A NC is irreversible if correction is not possible.



- d. For groups: if an irreversible non-compliant practice occurred on more than 5% of the audited farms, this is considered to be a systemic issue, not an isolated case and therefore shall result in non-certification and/or cancellation.
- e. Any farm where an irreversible NC has been identified, shall not be certified (single farm certification) or shall be removed from the certification scope of a CH (multi-farm or group certification) before the positive certification decision can be granted.

**4.2.22. Systemic failure of the Internal Management System** of the CH. This is where management of a CH is not capable of safeguarding conformity of its group members, or any other actors falling under the CHs responsibility, with the requirements of the Rainforest Alliance standard. A NC is regarded as a systemic failure in the event that they are not identified by the IMS of the CH and/or not addressed by the CH.

**4.2.23. Violations of** applicable national, regional, local or sectoral **law or collective bargaining agreements** related to the requirements in the Standard that apply to the CH<sup>26</sup>. 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.

**4.2.24. 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 cancellation.**

**4.2.25.** The CB shall immediately inform the Rainforest Alliance and the CH.

**4.2.26.** If a CH receives a non-certification during a re-certification audit and still has an active certificate, the CB shall cancel the active certificate of the CH.

**4.2.27.** If a farm CH receives a non-certification and/or cancellation decision or was removed from the certification scope of a multi-farm or group, the first possible next start date of the certificate shall be at least **6 months** after the date of non-certification or cancellation.

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

**4.2.29.** A CH whose certificate was cancelled shall restart the certification process with a certification audit.

**4.2.30.** A CH who received a non-certification may re-enter the certification process, but shall comply with the certification year they were in when they received the non-certification decision.,

**4.2.31.** The Rainforest Alliance reserves the right to extend the cancellation to a period of up to 3 years.

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<sup>26</sup> See "Overarching Rules on Applicability of the Standard" for more information on applicability of law.



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

**4.2.33. Recurrent severe human rights cases.** The case was not remediated<sup>27</sup> and the Severity Test (using the Rainforest Alliance Severity Test (referred to as 'Severity Test', see table 4.2) determines that the identified and confirmed issue is severe or the case is not remediated in accordance with the corrective action plan as approved by the CB in the previous audit. "Recurrent" means either the CB already identified cases of labor abuse during the previous audit or during the audit before.

**4.2.34.** The Rainforest Alliance reserves the right to implement further measures.

### Human rights violations and severity test

**4.2.35.** In case of human rights violations, the following table demonstrates the different scenario's and the certification decision that shall be linked to each.

Case Identified by CH or CB	Non-severe	Severe	Recurrent Severe
Identified by CH system but not meeting Remediation Protocol and timelines	Non-conformity on remediation requirement (5.1.4. of the standard)	Certificate shall be suspended	CB shall take a negative certification decision
Not identified by CH system	Non-conformity on Assess-and-Address (5.1.3. of the Standard)	Certificate shall be suspended	CB shall take a negative certification decision

*Table CR 12: Certification decision related to the identification of human rights abuse cases.*

- a. In case of doubt on any of the options in Table CR 12, the CB shall seek further guidance and/or interpretation from the Rainforest Alliance.
- b. **Severity Test:** During the audit, when the audit team identifies a potential case or a case of labor violations on CL/FL/D and/ or WVH, the Severity Test is used to determine whether the case is to be considered severe or not.

<sup>27</sup> "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.



C.

#	Question	Yes/No	Details/clarification
1	Is the situation of the worker/child life-threatening <sup>28</sup> ?		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 13: Severity Test

d. 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.

## Suspension

**4.2.36.** Throughout the validity period of the certificate, a CB or the Rainforest Alliance may decide to suspend a CHs' certificate for a period of up to **3 months**, if there are deviations from the Rainforest Alliance program that require further investigation to be confirmed<sup>29</sup>.

**4.2.37.** For human rights cases, the CB shall suspend the active license and certificate if the cases are not remediated<sup>30</sup> in accordance with the Rainforest Alliance' Remediation Protocol or if the cases are severe. Severity shall be assessed using the Rainforest Alliance Severity Test,

<sup>28</sup> A life-threatening situation means there is a strong possibility that the situation will lead to loss of life.

<sup>29</sup> Examples include:

- Nonconformities found during a certification audit, a surveillance audit or surprise audit that might potentially cause a credibility issue for the Rainforest Alliance and/or the CB and requires further investigation to identify whether the CH shall receive cancellation and/or non-certification.
- Failure of the organization to meet financial obligations to the CB or Rainforest Alliance or other administrative issues.

<sup>30</sup> "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.



- 4.2.38.** Once the CB has verified that the underlying reasons for the suspension have been satisfactorily addressed, the CB lifts the suspension of the certificate, and on behalf of the Rainforest Alliance lifts the suspension in the RA traceability platform. In the event that that upon verification by the CB the underlying reasons for the suspension have not been satisfactorily addressed, the CB shall immediately issue a cancellation following the conditions described above.
- 4.2.39.** While the CH's certificate is suspended, the CH may not sell or ship its products with a Rainforest Alliance Certified claim, starting immediately upon communication of the suspension decision to the CH. Once the certificate is reinstated, you will be allowed to sell as certified all the product in stock that was harvested and produced during the suspension period.
- 4.2.40.** 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.

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

- 4.2.41.** Upon cancellation or non-certification, CHs shall immediately:
- a. Cease to sell or ship product with a Rainforest Alliance certified claim.
  - b. Remove all uses of names, initials, logos, certification marks or other trademarks of the Rainforest Alliance from its products (or, where removal is not possible, recall any such products), documents, advertising and/or marketing materials, physical or electronic promotion material or media, in brochures or on webpages, signs or other documentation and business-to business communications.
- 4.2.42.** Upon suspension, CHs shall immediately cease to sell or ship product with a Rainforest Alliance certified claim until the suspension is lifted.
- 4.2.43.** In case of farm CHs dealing with perishable products<sup>31</sup>, the CB or the Rainforest Alliance may allow the suspension to become effective up to 7 days after the suspension decision. Suspensions of farms dealing with fresh products (mostly fruits & flowers) to become effective seven calendar days after the certification decision is taken. Rainforest Alliance has the right to deny this option in case of violations that, in its sole opinion, may jeopardize the reputation of the certification program.
- 4.2.44.** Upon cancellation, non-certification or suspension CH may be authorized to make transactions in the Rainforest Alliance traceability platform for product that was verifiably sold and shipped prior to the date the cancellation, non-certification or suspension was communicated to the CH, if the CH complies with the following requirements:

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<sup>31</sup> Those can be fruits and flowers and in some cases vegetables. We consider a crop perishable if it shall be shipped within a few days after harvesting.



- a. The cancellation, non-certification or suspension is not a consequence of a NC related to loss of traceability of the product, use of banned inputs that cannot be traced back to the source, deforestation and encroachment into protected areas.
- b. The CH shall request permission from their CB to make the transaction of the product that was sold and shipped before the suspension or cancellation date.
- c. The CH shall provide their CB with documentation (i.e. bill of lading and invoice, transaction records) that proves the purchase and shipment took place before the suspension or cancellation date. Because contracts are often for long terms or multiple years, transactions will not be authorized based solely upon purchase contracts. Proof of shipment is required.
- d. In case of perishable products, the CH may be authorized by the Rainforest Alliance to sell and ship products as certified during a suspension (not cancellation or non-certification) for up to 4 weeks, under the condition that the CH complies with points a, b and c above. The CB must inform RA when this additional time is granted to a CH. Rainforest Alliance reserves the right to deny the CH this additional time or to shorten it.

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

**4.2.46.** Upon cancellation, non-certification or suspension, the CB shall proactively check the CH's website within 3 weeks since the effective date of the decision to ensure that the CH stopped making RA-certified claim.

- a. In case the CB finds out that the CH is still making incorrect claims of its certification status, the CB shall inform RA immediately so that RA can take further actions if necessary.

**4.2.47.** 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.

## **4.3. CERTIFICATE TRANSFERS FROM ONE CB TO ANOTHER**

### **GENERAL REQUIREMENTS FOR CERTIFICATE HOLDER TRANSFERS**

**4.3.1.** Certificate Holders (CH) may only be transferred from one Certification Body (CB) to another in between certification cycles. CHs shall only be transferred once every 3 years.

**4.3.2.** 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).

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



- 4.3.4.** If a CB has its authorization or scope cancelled, the CH will be allowed to transfer to another CB authorized for the respective scope. If there are no authorized CBs for the respective scope, the Rainforest Alliance will assign a CB until the next certification audit, for which the CH will be allowed to choose any other CB.
- 4.3.5.** 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.

## **TRANSFER PROCEDURE**

- 4.3.6.** The CH shall contact a new (incoming) CB to request a transfer for the new certification cycle.
- 4.3.7.** Upon receiving a transfer request, the potential incoming CB shall review the CH's scope, country(ies), Supply Chain/Farm, crop category(ies), Certification Application Form (CAF), and previous certificate, to verify that the CH is eligible to fall under the scope of the new CB.
- 4.3.8.** The incoming CB shall contact the CH's outgoing CB to inform the outgoing CB of the transfer request.
- 4.3.9.** The outgoing CB shall refuse a transfer request if the CH meets any of the following criteria:
  - a. Has received a non-certification and/or has had their certification cancelled within the past cycle year<sup>32</sup>
  - b. Their certificate is currently suspended
  - c. Has an investigation audit in process
  - d. Has pending financial obligations with the outgoing CB
- 4.3.10.** The outgoing CB should notify the CH, the incoming CB, and the Rainforest Alliance via [cbcert@ra.org](mailto:cbcert@ra.org) within 10 business days of the transfer request if they refuse the transfer for any of the reasons stated in 2.4
- 4.3.11.** If a CB does not agree to a transfer in between certification cycles for reasons not stated in 2.4, the CH may file a grievance with the Rainforest Alliance detailing the valid reasons for which they would like a CB transfer (see Grievance Procedure for more details).
- 4.3.12.** If the outgoing CB agrees to the transfer request, the incoming CB shall request the following information from the outgoing CB:
  - a. Audit reports and checklists of the previous year in the cycle
  - b. CAF from the previous year
  - c. Group Member Registry

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<sup>32</sup> If a CH that had a noncertification decision or cancellation of their certificate is returning to the certification program after **18 or more months**, they shall restart the full certification cycle and may transfer to a different CB.





**4.3.13.** The outgoing CB shall maintain responsibility for the CH's current certificate (including extensions) until its expiration date. The incoming CB must inform outgoing CB if the new certificate becomes valid before expiration date of previous certificate. The outgoing CB shall shorten the validity of the issued certificate and/or extension once the certificate from the incoming CB starts. Please note: only the outgoing CB can issue an extension on the existing certificate.

## **4.4. INCENTIVES FOR CERTIFICATE HOLDERS**

**4.4.1.** The Rainforest Alliance may decrease the sampling requirements or audit scope for a CH based on good performance.

**4.4.2.** Farm CHs that meet the following requirements are eligible for additional incentives:

- a. No history of non-certification or cancellation in the previous 3 years.
- b. No NCs issued during the certification cycle on any of below mentioned topics:
  - i. Loss of physical traceability
  - ii. Assess-and-Address
  - iii. Freedom of Association
  - iv. Deforestation and encroachment

**4.4.3.** Group CHs that meet the requirements in 4.4.2 are eligible to have a reduced sample size for small farms for their surveillance audit(s). Group CHs meeting these conditions shall have a sample size of 75% of the square root of small farms.

**4.4.4.** Individual farm CHs that meet the requirements in 4.4.2 may receive the third audit of a certification cycle (second surveillance audit) as a remote surveillance audit, only if below requirements are met. In order to qualify, the CH shall have at least, but not limited to:

- a. Access to stable internet connection and remote conference software to conduct opening and closing meeting as well as interviews with personnel, group members/workers and stakeholders and screen sharing of confidential records.
- b. No high risk identified in the CB risk assessment or any Rainforest Alliance risk map.
- c. No NC on data quality of the geolocation data during the current certification cycle.

**4.4.5.** Both the Rainforest and the CB reserve the right to deny such a request for a remote or reduced sample audit.



## 4.5. RIGHTS RESERVED BY THE RAINFOREST ALLIANCE

- 4.5.1. 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.
- 4.5.2. 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.
- 4.5.3. 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.
- 4.5.4. 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
- 4.5.5. 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
- 4.5.6. 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
- 4.5.7. The Rainforest Alliance reserves the right to use the reported audit information for performance monitoring, statistical analysis and research, and aggregated reporting.



- 4.5.8.** 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. Area, including certified area and total area
  - g. Rainforest Alliance ID
  - h. Certification status
  - i. Traceability level
  - j. Next audit date if available
  - k. Aggregated data
  - l. Any other data point set forth in the applicable Rainforest Alliance License Agreement with the CH
- 4.5.9.** 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 a certification audit, the Rainforest Alliance reserves the right to charge the costs of the audit to the CH and deactivate an endorsement certificate. In this case the CH shall immediately inform all of its clients who purchase Rainforest Alliance products from them or subcontract activities on Rainforest Alliance Certified product from them.
- 4.5.10.** 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 license expires, the public summary will be available up to 3 months past their expiration date.
- 4.5.11.** The list of certified farms, groups and Chain of Custody CHs along with newly issued and cancelled certificates are published in the Rainforest Alliance website monthly.
- 4.5.12.** The Rainforest Alliance reserves the right to take final decisions related to/ impacting the certification decision such as:
- a. reducing the estimated volumes and/or certified area if they differ from averages known for the country or region where a valid justification for such variance is not provided.
  - b. making final decisions in grievances received by the Rainforest Alliance Grievance Procedure.
  - c. making the final decision on whether or not something is considered a product claim.
  - d. 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.



- e. not grant a license or allow certification in the event that Rainforest Alliance concludes that the CH does not comply with the applicable standard or assurance rules, or in case of risks identified by Rainforest Alliance.
- f. to prohibit certification for the CH for a specific or an indefinite period.

## 4.6. FORCE MAJEURE

- 4.6.1. 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.
- 4.6.2. If such circumstances occur and they hinder the conformity of the CB or a CH with the requirements in this document, the CB shall request an exception with [cbcert@ra.org](mailto:cbcert@ra.org).

## 4.7. GRIEVANCE PROCEDURE

- 4.7.1. Any grievance concerning the Rainforest Alliance shall be handled according to the **Rainforest Alliance Grievance Procedure**, available on the [Rainforest Alliance website](#).
- 4.7.2. 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.
- 4.7.3. CHs have the right to appeal a decision taken by the Rainforest Alliance or the CB.
- 4.7.4. In the event that the grievance 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.
- 4.7.5. 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.