

SQF Code Edition: Choose an item.  
Choose an item.

Quality Code: Choose an item.

Food Sector Category Choose an item. Choose an item.

Products:

Type of Audit: Choose an item.

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## ***Guidelines for Achieving and Maintaining SQF Certification***

### **Article 1. Background, Etc.**

TÜV, with the Supplier's cooperation, will conduct scheduled on-site audits to determine whether the Supplier's management system complies with the stated requirements of the applicable standard(s) specified on the first page of the Agreement and also to determine whether that management system is effectively implemented. Without limiting its other obligations, the Supplier agrees to adhere to the requirements contained in this document as well as the TÜV SÜD America Standard Terms & Conditions or the Business Terms & Conditions of the TÜV Company contracted for the audits.

TÜV represents to the Supplier that TÜV's existing organizational structure and procedures, as well as TÜV's certification and supervisory resources, meet the criteria stipulated in ISO/IEC Guide 17065, Conformity assessment -- Requirements for bodies certifying products, processes and services and ISO 19011. TÜV's organization and specific procedures are documented in the TÜV SÜD America Integrated Management System.

TÜV may use auditors who are its employees and/or contracted auditors. If the Supplier objects to any auditor's continuation of performance of services, then TÜV will replace that auditor.

### **Article 2. Phases of the Certification Process**

**2.1. Phase 1 - Application.** The Supplier will complete the application and return it to TÜV. The application will be used to:

(a) Identify the objective and scope of the audit, including SQF Code, Identification of the products and processes, and a site description. Once the certification audit has begun, the scope of the certification shall not be altered.

(c) the entire site must be included in the scope of certification. Requests for exemptions for any reason must be submitted to TÜV in writing for approval. All parts of the premises and processes that are involved with the production, processing and storage of products included in the scope are not eligible for exemption.

(d) the audit of a seasonal production site shall occur during peak production.

### **2.2. Phase 2 - Preparation.** Supplier

The Supplier may, in its discretion, arrange for TÜV to conduct a pre-audit. The purpose of the pre-audit would be to evaluate the present conformance of the Supplier's management system against the applicable standard(s).

(a) Designate an appropriately qualified SQF practitioner.

(b) Ensure the Food Safety Plan and the associated CCP determinations and validations and verifications are appropriately documented and endorsed by the SQF Practitioner; and

**2.3. Phase 3 - Certification Audit.** The audit team will conduct an on-site audit to establish and verify the:

(a) Effectiveness of the SQF system in its entirety;

(b) Effective inter-action between all elements of the SQF system; and

(c) Supplier's commitment to maintaining an effective SQF System and to meeting applicable regulatory and customer requirements.

(d) Upon mutual agreement, part of the audit can be conducted remotely using Information and Communication Technology (ICT). At least half the allotted audit time must be done onsite, within 30 days of the remote portion, and at a time when the main processes are running.

The use of ICT does not apply to unannounced audits

At the conclusion of the audit, the audit team will inform the Supplier of the audit results. At the closing meeting, TÜV will give the Supplier a written statement identifying any aspects of the Supplier's management system that do not conform to the applicable standard(s).

If re-auditing parts of the management system is necessary, the date and scope for the follow-up will be set jointly between the audit team and the Supplier.

The audit team will generate an Audit Report, summarizing the audit results. Within ten calendar days from the conclusion of the audit, TÜV will provide the complete report via the SQF Assessment database

If the Supplier disagrees with any decision of the Certification Body, an appeal may be raised by the Supplier. Appeals should be sent in writing to the Manager of the Certification Body.

#### 2.4. Phase 4 - Award of the Certificate, Surveillance Audits and Recertification Audits.

**(a) Award of the Certificate.** Based on the final audit report, TÜV will make the final decision on whether to issue a Certificate. The Certificate shall expire one year plus 75 days from the last day of the initial audit. A Recertification Audit shall be completed +/- 30 days from the due date printed on the certificate in order to extend the validity of the Certificate for an additional one-year period.

**(b)** If the decision is to not grant certification, TUVSUD America will inform the Supplier of the reason. The Supplier may then re-apply for another site audit.

Note, Certification is not possible when a site achieves an "F- Fails to comply" rating at a food safety certification audit.

#### **(c) Surveillance Audits.**

Surveillance audits are conducted when the results of a certification or recertification do not support an annual audit frequency. The need for a surveillance audit is determined by the audit rating and the number and type of non-conformances detected during a certification or recertification audit. The purpose of the surveillance audit includes the following:

- I. Verify outstanding corrections and corrective actions

- II. Verify that the SQF system continues to be implemented as documented
- III. Consider changes to the operations and assess the impact of those changes on the SQF system
- IV. Confirm continued compliance with the requirements of the SQF code;
- V. Verify all critical steps remain under control;

**(d) Recertification Audits.** Supplier Recertification Audits by TÜV are required every year and are conducted within thirty (30) calendar days either side of the anniversary of the last day of the initial certification audit. Before a Recertification Audit, the Supplier shall notify TÜV in writing of any changes to the Supplier's management system not previously reported to TÜV, and the Supplier shall give TÜV the appropriate documentation describing those changes. The activities for these Recertification Audits are as described in Section 2.3 and 2.4 above.

**(e) Short Notice Audits.** TÜV may require and carry out, and the Supplier shall pay for, short-notice audits to investigate complaints or in response to changes, or as follow-up on nonconformities / suspensions.

**(f) Unannounced Audits.** The Supplier agrees to abide by the rules for unannounced recertification audits established in the SQF code. Within the first 3 years after initial certification an unannounced audit will be conducted. Thereafter, unannounced audits will be performed every 3 years. Refer to the relevant code for conditions and protocols. Failure to allow an unannounced audit will result in the immediate suspension of the certificate.

While there is no specific requirement for an unannounced Quality audit, when the Quality audit is also done in conjunction with an unannounced Safety audit, the Quality audit will also be unannounced.

You may elect to have annual unannounced re-certification audits. Your certificate will include "SQF Select Site."

#### 2.5 – Changes

(a) – Temporary or Permanent Change of Audit dates:

Audit time frame may be temporarily extended due to extraordinary events such as acts of nature or extreme weather.

Audit time frame may be permanently changed for legitimate business reasons

Contact TÜV to start the change request. TÜV will apply to the SQF compliance management for approval.

(b) If you wish to add new products to your scope, contact TÜV in writing. TÜV will conduct a scope expansion audit. The revised scope does not change the certificate expiration date or the recertification due date.

(c) Relocation  
SQF certification is site specific, so if you relocate to a new address, an initial certification must be performed for the new facility.

(d) Change of ownership

If the ownership of a certified site changes (e.g., the site's business has been sold), within thirty (30) calendar days of the change of ownership the new owner is required to notify the certification body and apply to retain the SQF certification and the existing certification number.

If the staff with major responsibility for the management and oversight of the SQF Food Safety System has been retained, the certification body may retain the existing audit frequency status. If there are significant changes in site management and personnel, the certification body is required to complete an initial certification audit and issue a new certificate and a new certification number. The audit frequency applicable to a new certification applies.

### Article 3. Additional TÜV Obligations

**3.1. Confidentiality.** "Confidential Information" means all of the information that is disclosed by the Supplier to TÜV under the Agreement, except Confidential Information shall not include information which (a) is now in the public domain or subsequently enters the public domain through no action or fault of TÜV; (b) is known by or available to TÜV from its own independent sources prior to its receipt thereof under the Agreement; (c) TÜV receives from any third party having a legal right to transmit such information without any obligation to the Supplier to keep such information confidential; or (d) is independently developed by TÜV's employees, agents, or contractors. TÜV agrees to use the Confidential Information only in connection with the Agreement and TÜV's performance there under. TÜV agrees to treat all of the Confidential Information with the same degree of care to avoid disclosure to any third party as TÜV uses with respect to its own information of like importance that is to be kept secret and in any event no less than reasonable care. In the event that a third-party requests confidential information, such as

a copy of the audit report, TÜV will not release such information without a release in writing from the Supplier. Nevertheless, the Supplier agrees that TÜV may disclose Confidential Information to the accreditation body, SQFI and/or GFSI.,.

### 3.2. Records and Retention of Quality Documents.

TÜV shall maintain records of the Supplier's management system for a retention period of at least seven years after the validity of the Certificate has expired.

**3.3. Notification to Supplier of Changes in Certification Procedure.** TÜV shall notify the Supplier concerning relevant changes made to the certification procedures. These changes may be the result of new or revised requirements issued by SQFI.

**3.4. Directory of Certified Companies.** TÜV will publish certain public information on the SQFI web site. This information will include the Supplier's name, state/province, Country, Certificate type and number, Certification renewal date, Food Sector Category(s), and Product(s) list. No other public information of SQF certified organizations will be undertaken

Additional access to the information on the SQF database may be granted by the Supplier to their customers,

### Article 4. Additional Supplier Obligations

**4.1. General Obligations of the Supplier.** The Supplier agrees to do the following:

(a) The Supplier shall document and maintain a management system and demonstrate the practical implementation of the documented system.

(b) Before the certification audit, the Supplier shall complete at least one internal audit cycle that covers the Supplier's entire management system, and then complete at least one management review cycle.

(c) The Supplier shall provide TÜV with access to all applicable areas and documentation (including records) relating to the Supplier's management system.

(d) The Supplier shall provide TÜV with access to the Supplier's employees for the purpose of discussing with the TÜV auditors all relevant information relating to the Supplier's management system, and the Supplier authorizes those individuals to discuss that information with the TÜV auditors.

(e) The Supplier shall maintain records of customer complaints and actions taken to address the complaints. The Supplier shall notify TÜV and SQFI

in writing within 24 hours of any food safety event that requires public notification (such as a Class I or Class II recall relating to food safety.) TUV and SQFI shall be listed in the list of essential contacts. TUV will ask for root cause analysis and corrective action plan. A special visit may be necessary

(f) The Supplier shall inform TÜV without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include, for example, changes relating to

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- contact address and sites,
- scope of operations under the certified management system, and
- major changes to the management system and processes.

(g) Significant changes may require a re-audit.

(h) The Supplier shall allow accreditation body personnel to witness TÜV auditors for the purpose of evaluating the competence of the TÜV audit team as well as the effectiveness of TÜV's implementation of requirements. Accreditation personnel will not involve themselves with the audit of the Supplier by TÜV.

To meet the requirements of SQFI's Compliance and Integrity Program, SQFI may randomly monitor the activities of the certification bodies and their auditors through techniques that include but are not limited to validation and/or witness audits.

While conducting these additional monitoring activities, your site is required to allow SQFI-authorized representatives into the site during or after the audit has taken place.

The attendance of an SQFI representative does not interfere with the site's operations or result in additional audit time or non-conformances, and it will not increase the cost charged by the certification body for the audit.

(i) The Supplier agrees to register their site on the SQF Assessment database. Registration is annual, and there is a fee per supplier site as determined by gross annual sales revenue. The site must remain registered at all times to retain their certification. The database and the fee schedule may be found at [www.sqfi.com](http://www.sqfi.com).

(j) Claims regarding certification shall be consistent with the scope of certification.

(k) Will not use certification in such a manner as to bring TUVSUD America into disrepute and will not make any statement regarding product certification that TUVSUD America consider misleading or unauthorized.

(l) If copies of certification documents are provided to others, the documents shall be reproduced in their entirety.

(m) Will comply with the requirements as specified in the SQF code relating to the SQF logo and/or shield.

(n) in making reference to product certification in communication media such as documents, brochures or advertising, the Supplier will comply with the requirements of TUVSUD American and/or as specified by the relevant code.

#### Article 5. Suspension / Withdrawal of Certificate

Conditions for suspension of a certificate:

Refer to the applicable SQF code for full details.

(a) failure to permit the recertification or surveillance audit,

(b) receipt of an "F = fails to comply" rating on a Recertification, surveillance or Unannounced audit.

(c) failure to permit an unannounced audit, or refuses entry to an SQF auditor for an unannounced audit.

(d) failure to take corrective action within the timeframe specified,

(e) failure to maintain the requirements of the SQF code, or

(f) if the Supplier fails to notify TUV within 24 hours of any food safety event that requires public notification (such as a Class I or Class II recall relating to food safety)

Conditions for withdrawal of the certificate:

Refer to the SQF code for full details.

(a) Failure to take corrective action within the time frame specified after being placed on suspension

(b) Falsification of records

(c) Failure to maintain the integrity of the SQF Certificate

(d) Use of the SQF Quality shield while under suspension

(e) Inappropriate use of the SQF Quality Shield as set forth in the SQF Quality Shield and Logo – Rules for use, without a valid reason; or;

(f) If the company is placed in receivership, enters bankruptcy or ceases to carry out business.

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Upon notice of withdrawal of certification, the Supplier shall discontinue its use of all advertising matter that contains any reference to a certified status. (e.g., printed material, internet site, etc.)

**Article 6 Additional Information**

(a) SQF certification of a management system that includes test and calibration laboratory services is not equivalent to a service provided by a testing or calibration laboratory accredited by a recognized laboratory Accreditation body.

(b) When Safety Certification is granted, the Supplier attains the right to use the SQF logo for the duration of the certification. The logo shall only be used in

accordance with the rules of use specified in the relevant code. The SQF logo is owned by SQFI and use of the logo is voluntary.

(c) When Quality certification is granted, the Supplier attains the right to use the SQF Quality Shield. TÜV will supply a certificate of registration, and the SQF Shield with certificate number. The shield may be used during the duration of the certification. The shield must be used only in accordance with the certificate, and the rules of use contained in the Quality Code. Sites manufacturing food packaging materials cannot use the quality shield. The Quality Shield is the owned by SQFI. Use of the shield is voluntary.