

## 1.0 PURPOSE

The purpose of this document is to establish the requirements for the Accredited 17065 EAGLE Food Registration Programs listed in paragraph 2.0 below.

## 2.0 SCOPE

This document is intended to communicate to EAGLE staff, auditors and clients the required assessment process and reporting requirements from quote through registration, surveillance activities, recertification and special action audits (follow-up due to poor performance, major NCRs and/or suspension activities). This document and:

- 1) Document 29 - SQF Certification Program
- 2) Document 30 - SQF Multi Site Certification Program
- 3) Document 31 - BRCGS Certification Program
- 4) Document 33 - Gluten-Free Certification Program
- 5) Document 34 - GLOBALG.A.P. Certification Program
- 6) Document 35 - FSMA Certification Program
- 7) Document 36 - PrimusGFS Certification Program

## 3.0 CONTENT/CONTEXT

### A. GENERAL REQUIREMENTS

- 1) EAGLE Food may make changes to its certification process upon coordination and agreement from the president of EAGLE Food, with concurrence of a majority of EAGLE's Board of Governors. EAGLE Food shall communicate to Clients the date when the changes will go into effect, and this communication may include (but is not limited to) email, phone call by Certification Manager (CM), communication by auditor during an audit, EAGLE newsletter, etc. The CB shall verify the implementation of the changes by its clients and shall take actions required by the scheme.
- 2) EAGLE Food shall make our services available to all Suppliers and in areas where we have expertise. EAGLE shall not take on work in which it is not approved.
- 3) EAGLE Food will keep up are accreditation and supply them to the Certified Program Owners (CPO) and clients when requested.
- 4) EAGLE Food shall only contract the audit activity and not the management of control of the Certification.
- 5) EAGLE Food shall ensure that all records, data, and information received during the execution of an audit remain confidential and the property of the supplier. Only with the authorization of the supplier can EAGLE Food release audit data to any entity other than the CPO or the Accreditation Body, unless required by law.
  - a. When EAGLE is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.
- 6) Information about clients obtained from sources other than the client shall be treated as confidential.
- 7) EAGLE will maintain and make the following information available upon request
  - a. Information about the certification scheme, rules and procedures for granting, for maintain, extending or reducing scope, for suspending, for withdrawing or for refusing certification.
  - b. A description of the means by which EAGLE obtains financial support and general information on the fees charged to applicants and to clients;
  - c. A description of the right and duties of applicants and clients, including requirements, restrictions or limitations on the use of the EAGLE name and certification mark and on the way of referring to the certification granted.
  - d. Information about procedures for handling complaints and appeals

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- 8) EAGLE Food shall only contract the audit activity and not the management of control of the Certification.
  - 9) In the event an Accreditation Body cancels or withdraws EAGLE Food's right to certify Clients, EAGLE Food shall work with the Accreditation Body and the Client to transfer the Client's Certificate to another Certification Body, but in no event shall EAGLE Food have any liability to any Client in connection with an Accreditation Body's action with respect to EAGLE Food's right to certify Clients or perform any aspect of any certification process.
  - 10) EAGLE Food agrees to the "Right of Access" by Accreditation Body and other regulatory or Government bodies for establishing that the criteria and methods were used in issuing supplier approvals. This also includes information or records pertaining to EAGLE Food.
  - 11) EAGLE Food Form 9, CPO Logo Rules and any requirements of the accreditation body. EAGLE Food may use the list of Suppliers it has certified as a part of our promotional activities but will not publish a list of such Certifications.
  - 12) EAGLE Food shall ensure that the contracting of any inspection or testing activity is conducted by nationally recognized and/or accredited inspection and testing laboratories utilizing the services of qualified personnel.
  - 13) EAGLE Food shall maintain a current list of its certified Clients. This list shall contain the customer name, certification location, the standard and scope of certification and any other information that the Accreditation Body requires EAGLE Food to report. EAGLE Food may make public announcements with respect to the status of a Client's certificate, including but not limited to certification, recertification, probation, suspension, withdrawing, or canceling a Client's Certificate. EAGLE Food may also provide information relating to the certification of any EAGLE Food Client as requested by the Accreditation Body. EAGLE Food may use this list as part of its promotional activities but it shall not publish a list of such certifications
  - 14) All Certificates of Registration issued by EAGLE Food shall be within its Scope of Accreditation and may bear the Accreditation Body mark.
  - 15) EAGLE Food ensures that all records are maintained in accordance with Record Control Doc 7.
- B. EAGLE FOOD AUDITOR REQUIREMENTS**
- 1) Each team member shall maintain the confidences entrusted to them by the Client and shall sign a Confidentiality and Conflict of Interest Statement for each Client for whom the team member performs any activity.
  - 2) The CM, with input from the Director of Certification (DC), Senior Certification Manager (SCM), or Chief Technical Officer (CTO) as needed, shall advise the Client, in advance of any activity and of the identity of the team members. A Client may decline a team member for any reason. In such event, the CM shall determine the replacement for the team member
  - 3) Lead Auditors, in addition to the other responsibilities specifically set forth herein, shall be responsible for
    - a. planning and preparing all Assessments in accordance with CPO Requirements and ensuring that the Assessments are conducted pursuant to EAGLE's requirements;
    - b. conducting and coordinating the Assessment with EAGLE personnel, the Assessment Team, the Client and, any Accreditation Body representatives;
    - c. supervision of the team members;
    - d. completion of Audit Reports required per standard.
  - 4) EAGLE shall ensure that all Certification activities are separately controlled and managed from any consulting activity. It shall preclude any prospective auditor from undertaking an audit in relation to the Certification of systems that constitute a conflict of interest as outlined below:
    - a. producing or preparing Food Safety Plans, Food Quality Plans, manuals, handbooks or procedures;
    - b. participating in the decision making process regarding their system;

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- c. giving advice, as a consultant or otherwise, toward the design, documentation, development, validation, verification, implementation or maintenance of their systems;
  - d. delivery or participation in the delivery of, "in-house" training service at which advice and instruction on the development and implementation of Food Safety Plans and their systems for eventual Certification is provided.
- 5) Maintain the confidentiality of all client specific information except as required by this standard or by law.

**C. QUOTATION AND OTHER INFORMATION**

- 1) EAGLE's Business Development (BD) Team members shall issue the quote. A Request for Quote (RFQ) may be prepared and presented to the BD Team. The audit days to conduct the assessment utilize the CPO Recommended time Requirements.
- 2) A customer can request and obtain a quotation. Any authorized EAGLE associate can provide a quotation. Quotes are made on the appropriate EAGLE Quotation Worksheet. Quotes must be according to EAGLE published rates, and are based on the IAF Guidelines, Oversight and Scheme document requirements.
- 3) An EAGLE BD Team member (and CTO, DC, STE or CM as needed) shall review the potential Client's scope statement and eligibility for registration to appropriate category and standard.
- 4) An EAGLE BD Team member shall provide the potential Client (Supplier) with a quote accompanied by EAGLE's Application and all the materials necessary for the Client to complete the Application. The BD Team member may consult with the CTO, DC, STE or CM as necessary to complete the quotation.
- 5) The quote should be adjusted and justified for additional time based on type of operation(s), number of operation(s), size of the operation(s), number of products and similarity of production process, complexity of the production and/or handling process, company preparation level.
- 6) EAGLE may modify the quote and the services provided in connection with the quote at any time as is necessary to meet the Accreditation Body Requirements.

**D. APPLICATION/CONTRACT**

- 1) EAGLE's Application will meet the requirements of CPOs
- 2) Every customer seeking registration from EAGLE must submit an application/contract Form 43 or Form 43C. The registration process begins when EAGLE receives the completed application/contract form and fee. The Business Development Manager (BDM) shall check the application/contract form to make sure it is complete and accurate (as well as complete the appropriate tabs in the EAGLE database to "check off" that all info is correct), and establish the initial audit plan
- 3) The BDM shall have another BDM review the Supplier's Quote, Application/ Contract and Scope to determine if the Application and all accompanying materials are acceptable by signing. If the material is not acceptable, the BDM will be notified to resolve the issues before proceeding.
- 4) The Business Process Coordinator (BPC) shall then review the Client's Quote, Application and Scope to determine if the application and all accompanying materials are acceptable by completing the appropriate tabs in the EAGLE database. If the material is not acceptable, the client and/or BDM will be notified to resolve the issues before proceeding. The CM will contact the new client to begin the scheduling process.
- 5) If EAGLE Food relies on certifications it has already granted to the client, or has already granted to other clients to omit any activities, then EAGLE Food shall reference the existing certification(s) in its records. If requested by the client, EAGLE Food shall provide justification for omission of activities. The justification for omission of activities will be kept in the Audit plan under the justification tab.
- 6) The CM or designee will contact the new client and schedule the appropriate audit.
- 7) The Supplier shall notify EAGLE Food of such changes that would require EAGLE Food to alter the original quotation or audit plans.

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- a. Once the Certification Audit has started, the scope of the certification cannot be altered

**E. PRACTICE ASSESSMENT (Optional)**

- 1) Practice Assessments do not affect the calculation of Audit days. The Practice Assessment may occur any time prior to the Certification Audit.
- 2) Generally, the practice assessment is to assist the Supplier in determining if it is ready for its certification audit by performing a practice audit.
- 3) During the Practice Assessment, the auditor:
  - a. Presents EAGLE Food and its registration process to the Supplier and answers any questions the Supplier may have;
  - b. Verifies and performs sample reviews of documentation and Key Processes referenced in the Food Safety Management System.
  - c. Areas of potential non-conformance may be noted during the Practice Assessment and recorded as non-binding findings, which are left with the Supplier and not included in the Practice Assessment report. EAGLE Food may not recommend solutions.
  - d. The Practice Assessment shall not affect the Certification Audit. Any audit notes or any non-binding findings of Non-conformities will remain with the Supplier.
  - e. An auditor who is not approved for that supplier's specific food sector category may perform the practice assessment.
- 4) EAGLE will only allow an initial Practice Assessment unless there is a scope change or a version change within the standard. The additional Practice Assessment cannot be less than four months prior to the Recertification audit. If possible this should be a different auditor than the one assigned to the Recertification Audit.

**F. AUDIT PREPARATION**

- 1) The Audit shall be carried out by an approved auditor for the appropriate standard
- 2) EMIS will send out an automated email requesting the appropriate information from the client 60 days prior to the audit.
- 3) The appropriate template packet will be gathered and added to EMIS for the auditor by EAGLE Staff.
- 4) See these additional Documents for information on the certification process
  - a. Document 29 - SQF Certification Program
  - b. Document 30 - SQF Multi Site Certification Program
  - c. Document 31 - BRCGS Certification Program
  - d. Document 33 - Gluten-Free Certification Program
  - e. Document 34 - GLOBALG.A.P. Certification Program
  - f. Document 36 - PrimusGFS Certification Program

**G. COMPLAINT, DISPUTES AND APPEALS,**

- 1) EAGLE's customer complaint process is defined in Document 9 and includes a corrective action process that includes root cause analysis and systemic corrective action, and records of complaint resolution
- 2) A Supplier may commence an Appeal by contacting any member of EAGLE Food's staff, who shall refer the appeal to the appropriate staff. The CM shall assist the Supplier as necessary. The CM will provide the Client a copy of EAGLE's Appeals Procedure when requested. Appeals regarding decisions on suspension and/or withdrawal of the SQF Certification shall not delay the decision to suspend or withdraw the Certification.
- 3) Upon receipt of a complaint or appeal, the CB shall confirm whether the complaint or appeal relates to certification activities for which it is responsible and, if so, shall address it.
- 4) EAGLE shall be responsible for gathering and verifying all necessary information (as far as possible) to progress the complaint or appeal to a decision.

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- 5) The decision resolving the complaint or appeal shall be made by, or reviewed and approved by, person(s) not involved in the certification activities related to the complaint or appeal.
- 6) EAGLE will give formal notice of the outcome of the complaint or appeal.
- 7) EAGLE shall take any subsequent action needed to resolve the complaint and appeal.
- 8) Complaints, appeals, and disputes shall be handled promptly and without undue delay. The majority of such matters should be resolved within one month of receipt. Records of these complaints and investigations shall be available to SQFI upon request.
- 9) EAGLE Food requires certified Suppliers to keep records of complaints against their product in regards to conformance with the CPO Standards and resolution of those complaints. These records are made available to EAGLE Food upon request.

**H. SUSPENSION**

- 1) If the Certificate is Suspended the appropriate personnel should communicate actions needed to end suspension and restore certification for the product(s) in accordance with the certification.

**I. WITHDRAWAL OR WITHHOLDING OF REGISTRATION**

- 1) Suppliers whose certification is in good standing may withdraw, or retire, their certificate. These actions are not sanctions against a Supplier.
- 2) EAGLE Food shall retire a Certificate at the request of a Supplier

**4.0 RESPONSIBILITIES**

- A. All Auditors shall meet the requirements of EAGLE's procedure for "Document 4-Personnel Criteria, Training and Competence". Auditors are responsible for maintaining their credentials and having the latest copies of the various standards and EAGLE documents.
- B. The CM, or designee, shall appoint all members of the assessment team. The Lead Auditor assigned to a customer seeking registration has full authority and responsibility for that customer's registration process, unless specifically defined otherwise in this document. The customer has the right and should object to any auditor who has any conflict of interest.
- C. No Auditor shall advise a customer as how to document and setup its Food Safety management system.
- D. The CM and the Lead Auditor shall be sensitive to the customer's scheduling needs.

**5.0 RECORDS AND REFERENCES****A. REGISTRATION RECORDS**

The CTO or designee is responsible for the review and distribution of all Registration Records. EAGLE shall establish a set of all the reports and forms required by this procedure. EAGLE shall maintain all records in accordance with Document 7-Record Control.

**B. MODIFICATION OF REGISTRATION FORMS AND RECORDS**

EAGLE may supplement or modify assessment forms, checklists and reports to meet additional assessment requirements. The content of the records as described in this document is the minimum acceptable.

**C. REFERENCES**

- 1) Availability: This document is available to the general public.
- 2) Records of Accreditation Audits, Certification Audits, and all procedures and quality manuals shall be made available on request.
- 3) ISO/IEC 17065
- 4) ISO/IEC 19011
- 5) Applicable government regulations and industry requirements.