

Certification scheme

FAIR PRODUCE



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Chapter 1 Introduction of the scheme

1.1 Introduction

Stichting Fair Produce Nederland (hereinafter referred to as Fair Produce) was founded by CNV Vakmensen, FNV, FrugiVenta (currently known as GroentenFruit Huis) and LTO-Nederland on 6 September 2011. The reason for its foundation was the tense market conditions in the mushroom sector, resulting in improper competition on terms and conditions of employment. The parties considered this undesirable and intended to combat this by introducing a quality mark called Fair Produce.

1.2 Objective of Fair Produce

The objective of Fair Produce is promoting socially responsible cultivation, harvesting, packaging, production, processing of and trading in the food and agriculture sector with products of Dutch origin, or from other EU member states, provided they meet the standards set by Fair Produce, regardless of the final destination, in the broadest sense.

Fair Produce endeavours to achieve this objective by:

- a. developing, establishing, managing and implementing a quality mark system;
- b. monitoring compliance with the quality mark;
- c. providing information about the purpose and content of the quality mark;
- d. consulting with market participants and government;
- e. preventing unlawful use of the quality mark;
- f. bringing legal actions as referred to in Section 3:305(a) of the Dutch Civil Code.

Chapter 2 Scope of and regulations for the certificate

2.1 Scope/field of application

The Fair Produce scheme applies to companies based in the Netherlands and that are commercially involved in the cultivation, harvesting, packaging, processing of or in the (wholesale) trade in mushrooms of Dutch origin and that wish to obtain or have obtained the Fair Produce quality mark.

The Fair Produce scheme also applies to companies that make staff available to companies listed above.

2.2 Regulations for the certificate

The CB issues the certificates to the company. These certificates must be in accordance with the format set out in Appendix 1.

Chapter 3. Terms and definitions

The scheme applies the following terms and definitions:

- Label: The logo or the quality mark that may be applied to the products of the quality mark holder as proof that the company meets the requirements of the Fair Produce scheme and the membership contract;
- Registered company: A company that has indicated that it wishes to be audited on the basis of the Fair Produce scheme and that has signed a membership contract, but is yet to undergo an audit;
- Membership contract: The contract between the organisation that wishes to obtain the certificate and Stichting Fair Produce Nederland, stipulating the agreements with regard to obtaining and maintaining the certificate;
- Audit: The test of whether the standards set by Stichting Fair Produce Nederland are met;
- Audit agreement: The Agreement between the company that is/wants to be audited and the Certifying Body;
- Audit report: A report in which the Certifying Body provides a substantiated statement of its findings of the audit performed for the Fair Produce scheme; The audit report is not prescribed by regulation, but must contain all the standard elements of the Fair Produce scheme.
- Board: The board of Stichting Fair Produce Nederland;
- Certificate holder: The company that is Fair Produce-certified;
- Certification: Evidence that the Fair Produce standards are met and that a certificate has been issued by Stichting Fair Produce Nederland or a person authorised by Stichting Fair Produce Nederland;
- Certifying Body: The organisation with which Stichting Fair Produce Nederland has entered into an agreement to perform the audits at the companies registered and certified for the Fair Produce quality mark. The following abbreviation is used for this in this scheme: CB;
- Inspection period: the period of 12 months prior to the date of the audit. If a company has traded for fewer than 12 months, the inspection period is the period from incorporation to the date of the audit;
- Certified company: A company listed in the public register of certified companies, which can be consulted at www.fairproduce.nl;
- Standards: The requirements imposed on the companies to be eligible for inclusion in the Fair Produce register;
- Register: The register of companies that are certified according to the Fair Produce standards and that are allowed to carry the Fair Produce certificate. This public register can be consulted at www.fairproduce.nl;
- SNA: Stichting Normering Arbeid;
- SNF: Stichting Normering Flexwonen;
- Articles: The articles of Stichting Fair Produce Nederland;
- Stichting Fair Produce Nederland: The Fair Produce foundation.

Chapter 4 Fair Produce organisation

4.1 Property of Fair Produce

Stichting Fair Produce Nederland owns the Fair Produce Certification Scheme, the Fair Produce word mark and figurative mark and, within that capacity, has registered the rights to these internationally.

4.2 Board of Fair Produce

The Fair Produce board consists of 6 people. The members of the board are appointed for a term of 3 years, on the understanding that board members can be re-elected a maximum of three times.

The board consists of members who are appointed by nomination and of members appointed but not nominated. FNV (Hertogswetering 159, 3543 AS Utrecht.), CNV Vakmensen (Tiberdreef 4, 3561 GG Utrecht) and GroentenFruit Huis (Louis Pasteurlaan 6, 2719 EE Zoetermeer) each nominate 1 board member, LTO Nederland (Bezuidenhoutseweg 105-113, 2594 AC The Hague) nominates 2 board members. The chairman is not appointed by nomination.

4.3 Board of Experts

The Board of Experts (hereinafter referred to as BoE) consists of people who are nominated on behalf of CNV Vakmensen, FNV, LTO Nederland and GroentenFruit Huis. Each of these organisations nominates 1 person and appoints 1 replacement. In addition, the BoE consists of representatives of the Certifying Bodies (hereinafter referred to as CBs). Each CB nominates 1 person and also appoints a replacement.

The BoE meets at least twice a year. These meetings are chaired by the chairman of the Fair Produce board, who himself is not a member of the BoE.

The BoE provides the board with solicited and unsolicited advice on changes to the scheme. This advice must be substantiated in such a way that the board, based on these arguments, can make a decision about adopting the advice. If the board does not adopt the advice of the BoE, the board must communicate this with the BoE supported with reasons, after which the BoE will reconsider the advice it has issued and possibly represent it to the board in an amended form or otherwise. If the board again decides not to adopt the advice, the board will notify the BoE of this, supported with reasons, after which the change process ends.

Chapter 5 Fair Produce checklist

5.1 Questions

The questions on the checklist are grouped according to the following classification:

- A. Requirements set to the company;
- B. Requirements set to personnel administration;
- C. Requirements set to payroll accounting;
- D. Deductions and fines;
- E. Payroll taxes;
- F. Pensions;
- G. Outsourcing of work and borrowing staff from other companies;
- H. Provision of labour;
- I. Flow of goods;
- J. Housing;
- K. Interview with employees.

Each question states for which type of company the question is intended. This on the basis of the following classification:

- C = Cultivation;
- T = Trade;
- E = Employment agency.

5.2 Substantiation of the assessment in the audit report

The auditor first establishes, for each question, whether the documents listed with the question are present and whether they meet the relevant interpretation of this question. The auditor provides a substantiation on the basis of the listed documents.

For each question, the report records whether the question is compliant, non-compliant or not applicable. This on the basis of the following abbreviations:

- C = compliant;
- N/C = non-compliant;
- N/A = not applicable.

5.3 Fair Produce NL checklist

The company that is being audited is obliged to make social security data and other special personal data on documents taken by the CB unrecognisable.

The CB will not process personal data relating to a person's religion or beliefs, race, political affiliation, health, sex life, as well as personal data regarding trade union membership. The CB does not process social security numbers.

A. Requirements set to the company

A1. Is the company established in the Netherlands?	C/T/E
Objective	
The company must be established in the Netherlands.	
Interpretation	
Determine that, on the basis of recent proof of registration in the Commercial Register with the Chamber of Commerce of less than 6 months, the company's data are correct.	
Documents	
Current Chamber of Commerce extract of less than 6 months. Copy to be kept in the audit file at the CB.	

A2. Does the company have a payroll tax number from the tax authorities?	C/T/E
Objective	
The company must have a payroll tax number from the tax authorities.	
Interpretation	
Determine that a payroll tax number for the company has been issued by the tax authorities.	
Documents	
Proof of payroll tax number issued by the tax authorities.	

A3. Is the company listed in the register of Stichting Normering Arbeid (SNA)?	E
Objective	
The company must be listed in the SNA register.	
Interpretation	
Determine by means of a printout from the SNA register on the day of the audit whether the company is listed in the SNA register.	
Documents	
Printout of the relevant part from the SNA register, to be kept in the audit file at the CB.	

A4. Does the company make inspection reports from the tax authorities or other government body available to the CB?	C/T/E
Objective	
The company makes inspection reports from the tax authorities or other government body available to CB.	

Interpretation
Ask the company whether inspection reports have been received from the tax authorities or another government agency and whether the company is subject to any ongoing investigations. Ask for the inspection reports, if available.
Documents
Inspection reports, copy to be kept in the audit file at the CB.

A5. Are the other entities/cultivation companies/trading companies/or otherwise affiliated companies with activities that fall within the scope of Fair Produce also Fair Produce certified?	C/T/E
Objective	
Other entities/cultivation companies/trading companies/or otherwise affiliated companies with activities that fall within the scope of Fair Produce are Fair Produce certified.	
Interpretation	
Check whether it concerns a holding or group of affiliated companies. This check must be carried out on the basis of an extract from Chamber of Commerce group links of less than 6 months old, supplemented with an organisation chart. If it concerns a holding or group of affiliated companies, determine which companies fall within the scope of Fair Produce. These companies must be Fair Produce certified. If it concerns a holding company with operating companies, all legal entities involved in the posting of employees must be listed in the SNA register. All legal entities involved in posting to Fair Produce-certified companies must be in the possession of a Fair Produce NL certificate. In the case of a billing entity and a payroll entity, the billing entity can only be certified if it has been established within the payroll entity that the requirements from the Fair Produce scheme have been met.	
Documents	
Organisation chart and extract group links, to be kept in the audit file at the CB (if applicable). Overview of all cultivation sites in use.	

A6. Are (criminal) (preliminary) investigations conducted pertaining to subjects that are part of the objectives and standards of Fair Produce?	C/T/E
Objective	
No (criminal) (preliminary) investigations are conducted pertaining to subjects that are part of the objectives and standards of Fair Produce of any government body against the company and/or the owner of this company and/or affiliated companies and/or the natural person(s) of the (affiliated) companies	
Interpretation	
In the case of a company yet to be certified: Determine whether such an investigation has taken place and, if so, whether it relates to and commenced at least six months before the application for the Fair Produce certificate was submitted. If so, requirement A6 is met. In the case of a company that is already certified: Determine whether such an investigation has taken place and, if so, whether the company reported this to Stichting Fair Produce Nederland immediately at the start of the investigation. If so, requirement A6 is met.	
Documents	
A document signed by the management board in which it states that no (criminal) investigation is being conducted, to be kept in the audit file at the CB. This statement may not be older than 1 week.	

A7. Does the company have at least one employee or an employee council representing the interests of the workforce in the management board?	C/T
Objective	
If the company employs 5 or more people, it must have at least one employee or an employee council to represent the interests of the workforce in the management board.	
Interpretation	
Determine that documentation is available showing that an employee representative clearly identified by name and/or an employee council representing the interests of employees in the management board has been elected or appointed by the workforce and recognised by the management board. This person or council must be authorised to submit complaints to the management board.	
Documents	
Documentation.	

A8. Has a complaints procedure been set up in the company through which employees can file a complaint?	C/T
Objective	
A complaints procedure has been set up in the company through which employees can submit a complaint.	
Interpretation	
Determine that a complaints procedure has been implemented in the company. Through interviews, determine whether employees are aware of its existence and whether employees are free to submit complaints or suggestions. The complaints procedure must specify a specific period within which the complaint will be handled. Complaints that have arisen in the past 24 months and their solutions have been documented and are available for inspection.	
Documents	
Complaints procedure, company complaint file and interview reports (copy of the latter to be kept in the audit file at the CB).	

A9. Does the company issue a self-declaration on proper social practices with regard to human rights to employees?	C/T
Objective	
A self-declaration on proper social practices with regard to human rights has been issued to employees in the company and the self-declaration has been signed by company management and the employee representative.	
Interpretation	
Determine that company management and the employee representative have signed a self-declaration to ensure proper social practices and human rights for all employees and that it has been made available to all employees. If foreign employees are in the employ of the company, the statement must also be available in English.	
Determine that the declaration is on display in a place that is clearly visible and easily accessible. Determine that this statement contains their commitment to the ILO core labour standards (ILO Conventions 111 on non-discrimination, 138 and 182 on minimum age and the prohibition of child labour, 29 and 105 on the prohibition of all forms of forced labour, 87 on freedom of association, 98 on the right to free negotiation, 100 on the principle of equal pay for equal work and 99 on	

minimum wages), transparent and non-discriminatory recruitment procedures and the complaints procedure.

Determine that employees have been notified of the self-declaration and that it is reviewed at least every three years or earlier if necessary.

Documents

Self-declaration, copy to be kept in the audit file at the CB.

A10. Do the person responsible for health and safety and proper social practices and the employee representative(s) have knowledge of and/or access to recent national labour regulations?

C/T

Objective

In the company, the person responsible for health and safety and proper social practices and the employee representative(s) have knowledge of and/or access to recent national labour regulations.

Interpretation

Determine that the person responsible for health and safety and proper social practices and the employee representative(s) have knowledge of and/or access to national labour regulations on gross and minimum wages, working hours, union membership, anti-discrimination, child labour, employment contracts, holiday and maternity leave, medical care and pension/severance payments. Requirement A10 is met by making reference to Dutch trade unions in the self-declaration.

Documents

Self-declaration, see A9.

A11. Does the company have a document stating compliance with national legislation regarding the minimum age for employment?

C/T

Objective

A document is available at the company stating compliance with national legislation on the minimum age for employment.

Interpretation

Determine that a document is present, signed by the management board stating compliance with national legislation on the minimum age for employment.

Documents

Self-declaration, see A9.

A12. Do children of employees living within the company grounds have access to compulsory education?

C/T

Objective

Children of employees living within the company grounds must have access to compulsory education.

Interpretation

Determine that a document is present, signed by the management board stating that children of employees living within the company grounds and who are of school age in the Netherlands attend school.

Documents
Self-declaration, see A9.

A13. Does the company have an up-to-date Hazard Identification and Risk Assessment (HIRA) report and is it open for inspection by the employees?	C/T
Objective	
The company has an up-to-date Hazard Identification and Risk Assessment (HIRA) report and it is open for inspection by the employees.	
Interpretation	
Determine that a Hazard Identification and Risk Assessment (HIRA) report is in place, that it is open for inspection by the employees and corresponds to the current situation at the company. This HIRA must be drawn up by an externally certified working conditions service and/or core expert as referred to in Article 2.7 of the Working Conditions Decree.	
Documents	
Hazard Identification and Risk Assessment (HIRA).	

A14. Before starting the work, is the employee given information about the required (professional) qualifications and the (handling of) possible safety risks present?	C/T/E
Objective	
Before starting the work, the employee is given information about the required (professional) qualifications and the (handling of) possible safety risks present.	
Interpretation	
Determine that a procedure or work instruction is in place showing that the employees receive information about the required (professional) qualifications and the (handling of) possible safety risks before starting the work. Also determine that this procedure or work instruction is being applied.	
Documents	
Documentary evidence showing that a procedure or work instruction is in place and that it is in fact applied.	

B. Requirements set to personnel administration

In the case of cultivation companies and trading companies: Take a random sample from the summary payroll register of the most recent remuneration. Depending on the risk profile, this involves 1 (green), 3 (orange) or 7 (red) people. Determine for each of these people that the following requirements are met.

In the case of employment agencies: Select from the sales records, the sales invoices from the employment agency to FP certified companies. Take a random sample from the pool of agency workers to which these sales invoices relate. This sample must include 7 agency workers. In the case of employees seconded from abroad, the sample must consist of a total of 10 people (see Chapters 5 and 6). If an auditor has reason to base the sample on the summary payroll register, he can.

B1. Does the company keep a copy of a valid identification document for each employee, showing the entitlement to work throughout the employment contract?

C/T/E

Objective

The company keeps a copy of the identification document for each employee, which was valid upon commencement of employment, showing the entitlement to work throughout the employment contract.

Interpretation

Determine that, upon commencement of employment, the company kept a copy of a valid identification document for each selected employee. The copy must be legible and undamaged.

Documents

ID document(s) of the selected employees.

B2. Does the company hold a (copy of the) valid work permit for each employee, if necessary?

C/T/E

Objective

The company holds a (copy of the) valid work permit for each employee, if necessary.

Interpretation

Determine whether a selected employee needs a work permit. Information about the necessity can be found on the website of the Dutch Immigration and Naturalisation Service (IND). If it is, confirm that the work permit is still valid and that it relates to the relevant employee.

Documents

Work permit of the selected employees. Copy to be kept in the audit file at the CB.

B3. Does the company have a payroll tax statement for each employee?

C/T/E

Objective

The company has a payroll tax statement for each employee.

Interpretation

Determine that for each selected employee the company has a payroll tax statement for the period starting from the previous audit.

Documents

Payroll tax document(s) of the selected employees.

B4. Does the company have a written employment contract for each employee, which includes at least the position, working hours, total contractual hours and gross periodic wage (gross hourly wage), other allowances, remuneration elements and deductions?	C/E
Objective	
The company has a written employment contract for each employee, which includes at least the position, working hours, total contractual hours and gross periodic wage (gross hourly wage), other allowances, remuneration elements and deductions.	
Interpretation	
Determine that the company has a written employment contract for each selected employee, which includes at least the position, working hours, total contractual hours and gross periodic wage (gross hourly wage), other allowances, remuneration elements and deductions.	
In the case of multiple employment contracts during the inspection period, all employment contracts of selected employees in the random sample must be checked.	
Documents	
Employment contracts of the selected employees and a blank (standard) employment contract. Copy to be kept in the audit file at the CB.	

B5. Does the company have a written employment contract for each employee?	T
Objective	
The company has a written employment contract for each employee.	
Interpretation	
Determine that each selected employee has a written employment contract, which at least includes the requirements as laid down in the collective agreement for the Wholesale Trade in Fruit and Vegetables.	
The employment contract must in any case contain:	
<ul style="list-style-type: none"> a) The name and place of business of the employer, as well as the position(s) of the person(s) representing the employer in this matter. b) The name, first name(s) and date of birth of the employee. c) The date of employment. d) The duration for which the employment contract has been entered into: a definite period or an indefinite period. e) The duration of the probationary period, if applicable. f) Contractual hours of the employee: the normal weekly working time or a weekly working time shorter than normal. g) A description of the position or job title. h) The job category in which the employee is classified. i) The salary awarded to the employee based on age and/or annual job grade, which corresponds to the category in which he is classified. 	
Determine that every employment contract states that the collective agreement is applicable.	
In the case of multiple employment contracts during the inspection period, all employment contracts of selected employees in the random sample must be checked.	
Documents	
Employment contracts of the selected employees and a blank (standard) employment contract. Copy to be kept in the audit file at the CB.	

B6. Does the company have an employment contract for each employee, signed by the employer and employee?	C/T/E
Objective	
Each employee has an employment contract signed by the employer and employee.	
Interpretation	
Determine that the company has an employment contract for each selected employee, signed by the employer and employee. For selected employees of a non-Dutch nationality, the employment contract must also be provided in English and/or the employee's native language. This contract must correspond to a standard format drawn up by a sworn translator or the industry organisation.	
Documents	
Signed employment contracts of the selected employees. Copy to be kept in the audit file at the CB.	

B7. Are personnel records kept for 7 years?	C/T/E
Objective	
Personnel records are kept for 7 years.	
Interpretation	
Determine whether the company has staff files that are 7 years old.	
Documents	
Staff files.	

C. Requirements set to payroll accounting;

In the case of cultivation companies and trading companies: Payslips must be selected for the selected people, so that a payslip for each of the months from the previous audit to the current audit is selected. The random sample depends on the risk profile.

In the case of employment agencies: Each year, Fair Produce publishes on its website the percentages to be used for holidays, holiday allowance and public holidays. If an employment agency applies these percentages, the following payslips must be selected for the selected people for the period from the previous audit to the current audit:

- If applicable, the first payslip after the commencement of employment
- The payslips of January and July to check the correct application of statutory increments under the Dutch Minimum Wage and Minimum Holiday Allowance Act (WML) and any collective agreement increments
- If a selected employee has left the employment, the payslip showing the settlement of any reserves and accrued holidays.
- Two payslips for a period coinciding with public holidays
- Two randomly selected payslips

If deviations from the standard are found, 4 extra payslips (including a payslip for a period that coincides with a public holiday) must be checked pertaining to the person for whom the deviations were found. No validation is required for these extra payslips.

If an employment agency deviates from the percentages published by Fair Produce, each payslip of each selected person must be checked.

C1. Have all applicable parameters and personal data been entered correctly in payroll accounting?	C/T/E
Objective	
All applicable parameters and personal data have been entered correctly in payroll accounting.	
Interpretation	
Determine that the applicable parameters and personal data of the selected employees have been entered correctly in the personnel records. This concerns the parameters for premium percentages, tax tables and reservation percentages.	
Documents	
Documentary evidence of any deviations found, to be kept in the audit file at the CB.	

C2. Is all-in wage applied?	C/T/E
Objective	
No all-in wage is applied.	
Interpretation	
Determine that for the selected employees, the amounts of the wages and holiday allowance shown on the payslip are transparent, as well as the accrual of reservations for the holiday leave. Only the wages and holiday allowance may be paid per pay period.	

Determine that the holiday leave is paid if an actual holiday or a day off is taken and that no periodic payments are made for any unused holiday leave.

Documents

Documentary evidence of any deviations found, to be kept in the audit file at the CB.

C3. Has a procedure been established, implemented and maintained to apply the relevant (negotiated) wages?

C/T/E

Objective

A procedure has been established, implemented and maintained to apply the relevant (negotiated) wages.

Interpretation

Take a sample depending on the risk profile and assess whether the correct remuneration has been applied.

Specific for Cultivation: Determine on the basis of the summary payroll register or any other document whether personnel were employed before 31/12/2004 (expiry date of the most recent collective agreement).

Documents

Documentary evidence of any deviations found, to be kept in the audit file at the CB.

C4. Are payments made in accordance with at least the Dutch Minimum Wage and Minimum Holiday Allowance Act (WML) and are any reserves and unused holiday entitlements paid out when leaving the employment?

C/T/E

Objective

Payments are made in accordance with at least the Dutch Minimum Wage and Minimum Holiday Allowance Act (WML) and any reserves and unused holiday entitlements are paid out when leaving the employment.

Interpretation

Determine on the basis of the payslips of the selected employees that the Dutch Minimum Wage and Minimum Holiday Allowance Act (WML) is complied with. In addition, for an equal number of employees, determine that the reserves and unused holiday entitlements are paid out when leaving the employment.

Documents

Documentary evidence of any deviations found, to be kept in the audit file at the CB.

C5. Have time registration records pertaining to the employees been processed correctly, completely and in time?

C/T/E

Objective

The time registration records of the employees are processed correctly, completely and in time.

Interpretation

Use hourly time sheets and payslips of the selected employees to determine that time registration records have been processed in payroll accounting correctly and in time.

Documents

Time registration records to be kept in the audit file at the CB.

C6. Does the time registration method provide conclusive time registration records that can be checked?	C/T/E
Objective	
The time registration method provides conclusive time registration records that can be checked.	
Interpretation	
Determine that the time registration records of the selected employees are transparent and conclusive.	
Documents	
Documentary evidence of any deviations found, to be kept in the audit file at the CB.	

C7. Do the hourly time sheets/records and payslips of the employees contain the minimum required information?	C/T/E
Objective	
The hourly time sheets/records and the payslips of the employees must at least contain the required information.	
Interpretation	
The hourly time sheets/records and payslips of the selected employees must at least contain the following information:	
<ul style="list-style-type: none"> a. employee's name b. week/period/month number c. number of hours worked d. overview of allowances. 	
Documents	
Documentary evidence of any deviations found, to be kept in the audit file at the CB.	

C8. Have the hourly time sheets been signed by the manager or the employer and the employee?	C/T/E
Objective	
The hourly time sheet must be signed by the manager or the employer and the employee.	
Interpretation	
Determine that the hourly time sheets of the selected employees have been signed by the manager or the employer and the employee. In the case of an automated time recording system and a direct connection with payroll accounting, the hourly time sheet does not have to be signed by the employee and the manager or the employer.	
Documents	
Documentary evidence of any deviations found, to be kept in the audit file at the CB.	

C9. Are the leave registration records correct, complete and timely?	C/T/E
Objective	
Leave registration records are correct, complete and timely.	

Interpretation
Use time registration records, holiday hours records/payslips of the selected employees to determine that the leave administration is correct and timely.
Documents
Documentary evidence of any deviations found, to be kept in the audit file at the CB.

C10. Do the hours worked, remunerated hours and hours paid tally up?	C/T/E
Objective	
The hours worked, remunerated hours and hours paid tally up.	
Interpretation	
Use payslips to determine for the selected employees that hours worked, remunerated hours and hours paid tally up. This must be based on time registration records, payslips and bank statements, Where applicable, take into account leave hours, sickness absence hours, compensatory hours, time off in lieu and idle hours.	
Documents	
Documentary evidence of any deviations found, to be kept in the audit file at the CB.	

C11. Are tax-free allowances granted in accordance with tax legislation and policy rules or in accordance with company-specific agreements with the tax authorities?	C/T/E
Objective	
Untaxed benefits are granted in accordance with tax legislation and policy rules or in accordance with company-specific agreements with the tax authorities.	
Interpretation	
Determine that untaxed benefits comply with tax legislation and policy rules. If they do not, determine that permission has been granted by the tax authorities to provide untaxed benefits and that the conditions set by the tax authorities have been met. The Cafeteria Scheme may be applied for LTO members without the permission of the tax authorities.	
Documents	
Proof of permission from the tax authorities or proof of LTO membership	

D. Deductions and fines

D1. Is the deduction for housing a maximum of 20% of the statutory minimum (youth) wage applicable to the employee?

C/T/E

Objective

The deduction for housing is a maximum of 20% of the statutory minimum (youth) wage applicable to the employee.

Interpretation

Determine whether a deduction is made for housing pertaining to employees selected in the sample
 . This deduction may not exceed 20% of the minimum (youth) wage applicable to the employee.

Documents

Payslips or proof of payment, copies to be kept in the audit file at the CB.

D2. Is the deduction for housing made from the part above the minimum (youth) wage?

C/T/E

Objective

The deduction for housing is made from the part above the minimum (youth) wage.

Interpretation

Determine that for employees selected in the sample, deductions for housing are made from the part above the minimum (youth) wage. This is done on the basis of agreements made and payslips/payments.

Documents

Payslips of selected people, copies to be kept in the audit file at the CB.

D3. Is the deduction for housing made from the minimum (youth) wage and are the required conditions met?

C/T/E

Objective

Deduction for housing is only made from the minimum (youth) wage under the following conditions:

- a) The accommodation is certified in accordance with the standards stipulated in the collective agreement regarding the quality of housing for employees following a conformity assessment by an institution accredited by the Dutch Accreditation Council on the basis of this stipulated standard.
- b) The employee has issued a written authorisation for the deduction of housing costs.
- c) The deduction only pertains to the rent, the costs of utilities with an individual meter and the service costs.
- d) The accommodation is offered by an SNF-certified organisation or an approved institution as referred to in Section 19, subsection 1 of the Housing Act (housing associations).
- e) The deduction is made from the net wage.

Interpretation

Determine whether for the selected employees a deduction for housing is made from the minimum (youth) wage and, if so, that the conditions stated under objective are met. This is done by establishing that:

- a) The provisions referred to under objective a. are met in the applicable collective agreement. If no collective agreement applies, the provisions are not met.
- b) A signed authorisation is present.
- c) The amount deducted does not exceed the total of the rent, the costs of utilities and the service charges. The organisation that provides the accommodation is listed in the SNF register or is a housing association.
- d) The selected payslips show that the deduction is made from the net wage.

SNF-certified organisations can be found on the website www.normeringflexwonen.nl. Authorised institutions as referred to in Section 19, subsection 1 of the Dutch Housing Act, can be found on the website of the Dutch Human Environment and Transport Inspectorate at www.ilent.nl.

Documents

Payslips of selected people, copies to be kept in the audit file at the CB.

D4. Are the costs for basic health insurance deducted from the part above the minimum (youth) wage?

C/T/E

Objective

The deduction for basic health insurance costs is made from the part above the minimum (youth) wage.

Interpretation

Determine that for the selected employees, deductions for basic health insurance costs are made from the part above the minimum (youth) wage. This is done on the basis of agreements made and payslips/payments.

Documents

Payslips of selected people, copies to be kept in the audit file at the CB.

D5. Is the deduction for basic health insurance costs made from the minimum (youth) wage and are the required conditions met?

C/T/E

Objective

Deduction for basic health insurance costs must meet the following conditions:

- a) The employee has issued a written authorisation for the deduction of basic health insurance costs.
- b) The deduction does not exceed the annual average estimated nominal premium determined by the government divided by the number of payment terms in the relevant calendar year.
- c) The deduction is made from the net wage.

Interpretation

Determine whether for the selected employees, a deduction for basic health insurance costs is made from the minimum (youth) wage and, if so, that the conditions stated under objective are met. This is done by establishing that:

- a) A signed authorisation is present.
- b) The deduction does not exceed the nominal premium as determined annually by the government.

The selected payslips show that the deduction is made from the net wage.

Documents
Payslips of selected people, copies to be kept in the audit file at the CB.

D6. Are other deductions made from the minimum (youth) wage?	C/T/E
Objective	No other deductions are made from the minimum (youth) wage.
Interpretation	Use the payslips to verify that no other deductions are made pertaining to the selected employees.
Documents	Payslips of selected people, copies to be kept in the audit file at the CB.

D7. Are fines withheld?	C/T/E
Objective	No fines are withheld.
Interpretation	Use the payslips to verify that no fines are deducted pertaining to the selected employees. Deductions pertaining to administrative and criminal fines are permitted from the wage element exceeding WML, provided this has been agreed on in the employment contract and the fine is included in the payslip as evidence.
Documents	Payslips of selected people, copies to be kept in the audit file at the CB.

E. Payroll taxes

E1. Are payroll tax returns filed correctly in accordance with legislation and regulations, including the correct statement and classification of risk groups?

C/T/E

Objective

Payroll tax returns are filed correctly in accordance with legislation and regulations, including the correct statement and classification of risk groups.

Interpretation

Determine that payroll tax returns have been filed in accordance with legislation and regulations. This must include the correct classification in risk groups. Checks must be carried out against decisions from the tax authorities and check whether the correct table has been applied.

Documents

Decisions from the tax authorities, copies to be kept in the audit file at the CB.

E2. Do the payroll tax returns meet the obligations from payroll accounting?

C/T/E

Objective

The payroll tax returns meet obligations from payroll accounting.

Interpretation

Determine that the payroll tax returns meet the obligations from payroll accounting. This must be based on the returns and the summary payroll register.

Documents

Returns and the summary payroll register, copies to be kept in the audit file at the CB.

E3. Are the payroll tax returns submitted and paid on time?

C/T/E

Objective

The payroll tax returns are submitted and paid in time.

Interpretation

Determine that the tax returns are submitted and paid in time. This is done on the basis of payroll tax returns and payments to the tax authorities.

Documents

Payroll tax returns and overview of payments to the tax authorities during the inspection period, copies to be kept in the audit file at the CB.

F. Pensions

F1. Is the company registered with a sectoral pension fund?

C/T/E

Objective

The company is registered with a sectoral pension fund.

Interpretation

Determine on the basis of accounting records that the company is registered with a sectoral pension fund.

Documents

Pension fund accounts of selected people, copies to be kept in the audit file at the CB.

F2. Does the company include employees in the pension fund from the moment that this is made mandatory?

C/T/E

Objective

The company includes employees in the pension fund from the moment this is made mandatory.

Interpretation

Determine on the basis of the summary payroll register and the age registration that employees are included in the pension fund.

Documents

Summary payroll register in combination with age registration.

F3. Has the company fulfilled its pension obligations on time and in full?

C/T/E

Objective

The company has fulfilled its pension obligations in time and in full.

Interpretation

Determine that all accounts have been paid in time and in full during the inspection period.

Documents

Accounts and bank account statements, copies to be kept in the audit file at the CB.

G. Outsourcing of work and borrowing staff from other companies

Borrowing employees for activities in cultivation, harvesting or packaging work is only permitted if all the conditions set out below are met. Borrowing employees within the framework of a block or day release (BBL) is exempt. However, the company must be recognised as a work placement company.

Take a random sample of 7 people from the pool of borrowed employees during the inspection period.

G1. Is work contracted/outsourced?	C/T
Objective	
Work is not contracted/outsourced.	
Interpretation	
Determine that work is not contracted/outsourced as defined in Section 7:750 of the Dutch Civil Code: "Contracting of work is the agreement whereby one party, the contractor, undertakes to the other party, the client, to create and deliver a work of a tangible nature other than on the basis of an employment contract, at a monetary price to be paid by the client". Contracting is taken to mean the performance of work laid down in a contract for services. Such a contract specifies what the contractor is expected to carry out. This is at the contractors' own expense and risk and without the direction and supervision of the client.	
Documents	
If the CB concludes that contracting/outsourcing of work exists, keep a copy of the contract showing this in the audit file at the CB.	

G2. Are employees borrowed from a Fair Produce-certified organisation?	C/T
Objective	
Employees are borrowed from a Fair Produce-certified organisation.	
Interpretation	
Determine that the relevant organisation is listed in the Fair Produce public register on the website www.fairproduce.nl .	
Documents	
List of Fair Produce-certified companies.	

G3. Is the borrowing of employees recorded in writing in a temporary employment agreement?	C/T
Objective	
The borrowing of employees is recorded in writing in a temporary employment agreement.	
Interpretation	
Determine that the borrowing of employees has been agreed on in writing.	
Documents	
List of creditors and ledger accounts. Copy of temporary employment agreement to be kept in the audit file at the CB.	

G4. Are the time registration records pertaining to the borrowed employees correct, complete and timely?

C/T
Objective
The time registration records of the borrowed employees are correct, complete and timely.
Interpretation
Determine that the time registration records of the borrowed employees who have been selected are correct, complete and timely during the inspection period.
Documents
Time registration records.

G5. Do the hourly time sheets/records of the borrowed employees contain all the required information?	C/T
Objective	
The hourly time sheets/records of the borrowed employees contain all data as shown in a to d under Interpretation.	
Interpretation	
Determine that the hourly time sheets/records of the borrowed employees who have been selected contain at least the following information:	
<ul style="list-style-type: none"> a) Employee's name b) Week/period/month number c) Number of hours worked d) Overview of allowances. 	
Documents	
Hourly time sheets/records of the borrowed employees who have been selected, copies to be kept in the audit file at the CB.	

G6. Have the hourly time sheets/records been signed/demonstrably approved by the manager and the employee?	C/T
Objective	
The hourly time sheets/records have been signed/demonstrably approved by the manager and the employee.	
Interpretation	
Determine that the hourly time sheets/records of the borrowed employees who have been selected have been approved by the manager of the company and the employee.	
Documents	
Hourly time sheets/records in the audit file at the CB.	

G7. Do the hours worked and the (purchased) hours invoiced tally up?	C/T
Objective	
The hours worked and the (purchased) hours invoiced tally up.	
Interpretation	
Determine that the invoices pertaining to the borrowed employees who have been selected tally up with the hourly time sheets/records.	
Documents	

Hourly time sheets/records and invoices of the borrowed employees who have been selected, copies to be kept in the audit file at the CB.

G8. Are self-employed workers used for cultivation, harvesting and packaging work?	
	C/T
Objective	
No self-employed people are used for cultivation, harvesting and packaging work.	
Interpretation	
Determine on the basis of the list of creditors and ledger accounts that no self-employed workers are used for cultivation, harvesting and packaging work.	
Documents	
List of creditors and ledger accounts.	

H. Provision of labour

This concerns the provision of labour to Fair Produce-certified companies. It does not concern employees who fall outside the scope of Fair Produce.

H1. Are Fair Produce-certified companies involved in the contracting of work?

E

Objective

Fair Produce-certified companies are not involved in the contracting of work.

Interpretation

Determine that work is not contracted/outsourced as defined in Section 7:750 of the Dutch Civil Code: "Contracting of work is the agreement whereby one party, the contractor, undertakes to the other party, the client, to create and deliver a work of a tangible nature other than on the basis of an employment contract, at a monetary price to be paid by the client". Contracting is taken to mean the performance of work laid down in a contract for services. Such a contract specifies what the contractor is expected to carry out. This is at the contractors' own expense and risk and without the direction and supervision of the client.

Documents

Contract for services, copy to be kept in the audit file at the CB.

H2. Is the provision of labour laid down in writing in a temporary employment agreement?

E

Objective

The provision of labour is laid down in writing in a temporary employment agreement.

Interpretation

Determine on the basis of the list of accounts receivable and the ledger accounts whether workers are supplied. If this is the case, then confirm that this has been agreed on in writing.

Documents

List of accounts receivable and ledger accounts. Copy of temporary employment agreement to be kept in the audit file at the CB.

H3. Are employees of Fair Produce-certified companies borrowed and seconded?

E

Objective

Employees of Fair Produce-certified companies are borrowed and seconded.

Interpretation

Determine on the basis of the list of accounts receivable and ledger accounts whether employees are borrowed and seconded. If this is the case, this is only allowed if the employees are borrowed by another Fair Produce-certified company.

Documents

List of accounts receivable and ledger accounts

H4. Does the company make the most recent SNA report available to the auditor?

E

Objective

The company makes the most recent SNA report available to the auditor.

Interpretation

Determine on the basis of the date of the SNA report that the most recent SNA report has been made available. Establish that the findings in this report do not constitute grounds for further investigation.

Documents

SNA report. Certificate from SNA register dated on the day of the audit must be kept in the audit file at the CB.

H5. Are the gross wages of seconded foreign employees equal to the gross wages of employees who perform the same work in the company in the Netherlands?

E

Objective

The gross wages of seconded foreign employees when remunerated in the regular country of residence at the time of the secondment are equal to the gross wages of employees who perform the same work in the company in the Netherlands. The wage is at least the gross statutory minimum (youth) wage or higher, if justified on the basis of the applicable collective agreement. Paying net allowances as part of the gross salary is not allowed.

Interpretation

Determine on the basis of a random sample of a total of 10 people who were supplied to Fair Produce companies during the inspection period that the aforesaid requirement has been met throughout the inspection period.

Documents

Payslips of selected people, copies to be kept in the audit file at the CB.

H6. In the event of remuneration abroad using an A1 certificate, are all requirements set out therein met?

E

Objective

In the event of remuneration abroad: The gross wages of seconded foreign employees in the regular country of residence at the time of the secondment are equal to the gross wages of employees who perform the same work in the company in the Netherlands. The wage is at least the gross statutory minimum wage or higher (WML), if justified on the basis of the applicable collective agreement. Paying net allowances as part of the gross salary is not allowed.

Interpretation

Determine for the selected employees that the following requirements are met in the case of remuneration abroad using an A1 certificate:

- a) A valid and legitimate A1 certificate is kept at the work location for every seconded employee.
- b) The seconded worker is a regular resident of the country that issued the A1 certificate and in which the employer is established.
- c) The seconded employee has been covered by social insurance in the country that issued the A1 certificate for at least 1 month prior to the posting.
- d) The seconded worker normally carries out his work in the country that issued the A1 certificate.
- e) An A1 seconded employee may not be assigned to replace another A1 seconded employee.
- f) The seconded employee works at the same Fair Produce-certified cultivation or trading company through the NEN 4400-02 certified employment agency for a maximum of 6 months.

Documents

Payslips of people who have been supplied and selected and A1 certificates, copies to be kept in the audit file at the CB.

I. Flow of goods;

11. Is a mass balance present in the company?	C
Objective	
A mass balance is present in the company.	
Interpretation	
Determine that a mass balance is present and that it is drawn up at least once a year.	
Documents	
Mass balance, copy to be kept in the audit file at the CB.	

12. Do Fair Produce-certified growers and/or traders only purchase mushrooms grown in the Netherlands?	C/T
Objective	
Fair Produce-certified growers and/or traders only purchase mushrooms grown in the Netherlands.	
Interpretation	
Determine that Fair Produce-certified growers and/or traders only purchase mushrooms grown in the Netherlands. Check this on the basis of all purchases at customer level and by matching it to the list of Fair Produce-certified companies. Create an overview of purchases by making a category of purchases from Dutch growers/traders and a category of purchases from foreign growers/traders.	
Documents	
Calculation demonstrating that this part of the standard has been met, to be kept in the audit file at the CB.	

13. Do mushrooms not grown in the Netherlands remain a foreign product labelled with the country of origin and are they deemed a Fair Produce product or not?	C/T
Objective	
Mushrooms not grown in the Netherlands remain a foreign product labelled with the country of origin and are not deemed a Fair Produce product.	
Interpretation	
Determine on the basis of purchase records whether foreign produce is purchased. If this is the case, establish that they are not deemed Fair Produce products. This can be achieved by comparing purchasing and sales records. Create an overview of purchases by making a category of purchases from Dutch growers/traders and a category of purchases from foreign growers/traders.	
Documents	
Calculation demonstrating that this part of the standard has been met, to be kept in the audit file at the CB.	

14. Is produce sold to Fair Produce-certified growers/traders/sales organisations or to retailers/retail chains established in the Netherlands or abroad with or without a DC, food service companies and consumers while retaining the Fair Produce label?
C/T
Objective
Sales while retaining the Fair Produce label are only allowed in the event of:

<ul style="list-style-type: none"> - sales to Fair Produce-certified growers/traders/sales organisations - sales to retailers established in the Netherlands or abroad retailers/retail chain with or without a DC, food service companies and consumers.
Interpretation
Determine on the basis of the sales overviews to which parties FP product is sold and establish that the Fair Produce label is only retained under the aforesaid conditions.
Documents
Sales overviews, possible deviations in the audit file at the CB.

15. Does the Fair Produce quality mark expire when exporting to foreign wholesalers/middlemen/importers?	C/T
Objective	
The Fair Produce quality mark expires when exporting to foreign wholesalers/middlemen/importers.	
Interpretation	
Determine this on the basis of total sales.	
Documents	
Deviations in the audit file at the CB.	

16. Do the (purchase and) sales invoices state the country of origin?	C/T
Objective	
The (purchase and) sales invoice must state the country of origin.	
Interpretation	
Determine this on the basis of purchase and sales invoices.	
Documents	
Sample of purchase and sales invoices since the most recent audit, copy of deviations to be kept in the audit file at the CB.	

J. Housing

Sample size 5 housing locations from the total housing locations file.

J1. Does the company have an up-to-date housing overview showing which employee is housed at which location?	C/T/E
Objective	
The entrepreneur maintains an up-to-date housing overview showing which employee is housed at which location.	
Interpretation	
Determine that the entrepreneur maintains an up-to-date housing overview showing which employee is housed at which location.	
Documents	
Current housing overview.	

J2. Does the company hold a permit from the municipality for housing employees at locations that require a permit?	C/T/E
Objective	
The company holds a permit from the municipality for housing employees at locations that require a permit.	
Interpretation	
Determine that the company holds a permit from the municipality for housing employees at locations that require a permit. If no permit is held, but housing does require one, the company must demonstrate that the municipality has granted permission for the housing.	
Documents	
Permit from the municipality or other documentary evidence showing permission from the municipality, copy to be kept in the audit file at the CA.	

J3. Is the housing SNF-certified?	C/T/E
Objective	
The housing is SNF-certified.	
Interpretation	
Determine that the housing is SNF-certified.	
Documents	
Certificate from SNF register dated on the day of the audit must be kept in the audit file at the CB.	

J4. Does the housing meet SNF housing requirements?	C/T/E
Objective	
The housing meets SNF housing requirements.	
Interpretation	
Determine that the housing meets SNF housing requirements.	
Documents	
Document demonstrating that the housing meets SNF housing requirements, to be kept in the audit file at the CB.	

J5. Is housing obtained from an SNF-certified organisation?	C/T/E
Objective	
Housing is obtained from an SNF-certified organisation.	
Interpretation	
Determine that housing is obtained from an SNF-certified organisation.	
Documents	
SNF register and copy to be kept in the audit file at the CB.	

K. Interview with employees

Sample size depends on risk profile.

Green risk profile: no interviews. Orange risk profile: interviews with 3 employees. Red risk profile: interviews with 7 employees. In the case of a new company, always interviews with 5 employees (see 7.6). Employees include agency workers.

If following interviews with agency workers, the auditor has the impression that the relevant employment agency does not meet the requirements of the Fair Produce scheme, the CB must report this to the board of Stichting Fair Produce Nederland which, on the basis of the information provided, can decide to conduct an additional audit at the relevant employment agency.

K1. Have interviews been held with employees and agency workers?	C/T
Objective	
Hold interviews with employees.	
Interpretation	
During the audit, make a random selection of the number of employees required according to the risk profile from the pool of current employees and interview these people. The aspects as referred to in Appendix 6 of this standard must be discussed during the interviews.	
Documents	
Reports of interviews, to be kept in the audit file at the CB.	

K2. Do these interviews reveal any irregularities?	C/T
Objective	
These Interviews do not reveal any irregularities.	
Interpretation	
Determine on the basis of the interviews that the standard is complied with. In the event of non-compliance, these matters must be investigated further.	
Documents	
Reports of interviews, to be kept in the audit file at the CB.	

Chapter 6. Obligations of and requirements set to the Certifying Bodies (CBs)

The obligations of and requirements set to the CBs that certify for Fair Produce are included in Appendix 2 “Agreement Fair Produce and CB”.

Chapter 7. Certification process

The certification process consists of 3 phases, viz.:

- Phase 1: Determination of the type of audit + preliminary investigation;
- Phase 2: Audit;
- Phase 3: Completion of the audit.

The audit process is set out in Appendix 3.

Phase 1: Determination of the type of audit

7.1 Registration

The application procedure is as follows:

- The company and Fair Produce conclude a membership contract (Appendix 4) for the application of the certificate and audit activities for the purpose of maintaining the certificate;
- The agreement is concluded after Fair Produce has received a fully completed and signed membership contract;
- The form must be signed by an authorised signatory of the applicant company;
- By submitting the application, the applicant declares to be familiar with and agree to the content of all relevant documents;
- Fair Produce checks the membership contract for correctness and completeness and, if all is in order, Fair Produce confirms receipt and correctness/completeness of the agreement to the company;
- The company subsequently enters into an agreement with a CB that is contracted and recognised by Fair Produce, which carries out the audit in accordance with the Fair Produce scheme.

7.2 Specific situations

7.2.1 Start-ups

Start-ups are included in the ‘Registered companies’ register on the Fair Produce website immediately after receipt of their registration form. The companies can be listed in the register for a maximum of 3 months. The companies must be audited within 3 months to determine whether they meet the Fair Produce requirements. If a company meets the requirements, certification will take place in accordance with the Fair Produce scheme. If a company does not meet the requirements, it will be removed from the ‘Registered companies’ register and with that, its registration lapses. The company can of course register again.

7.2.2 Small enterprises

If a company demonstrably remunerates (and/or borrows) fewer than 9,600 hours per calendar year, it comes under the small companies scheme. This means that, in the event of certification for 3 years, no on-site interim audits are held, unless:

- the number of hours per calendar year exceeds the stated 9,600;
- the remuneration system has changed;
- the organisation that organises the remuneration has changed;
- the ownership ratios in the company have changed;
- employees are borrowed from a company established abroad.

In the event of a change as indicated above, the normal audit process will be completed.

The company will have to declare annually in writing that there are no changes as indicated above. In addition, each year, the company must provide the following information to the CB:

- annual statements of all employees;
- payroll journal entries for the past 12 months;
- all employee payslips for the past 12 months;
- proof of payment for the past 12 months.

Based on this documentation, the auditor determines whether the remuneration is in order. If it is, the certificate will be renewed for 12 months.

The entire certification process must be completed every 3 years.

7.2.3 Audit based on a specific instruction

Based on new information pertaining to a company, the Fair Produce board will instruct a CB to investigate the subjects to which the information relates. The CB carries out the audit in accordance with the request and decides whether or not to maintain the certification. The CB reports its findings to the board.

The costs for such a specific instruction are payable by the company, unless it appears that no deviations are found. In that case, the costs will be payable by Stichting Fair Produce Nederland.

7.3 Risk analysis

To determine which type of audit needs to be conducted, the relevant CB carries out a risk analysis for cultivation and trading companies. This risk analysis is as follows:

- The CB requests the information from the company as indicated in the risk parameters in Appendix 5. This information must be provided by the company in writing, signed by an authorised signatory of the company and submitted to the CB. As part of the written submission, the authorised signatory must confirm to have submitted/completed everything truthfully;
- The risk profile is determined in accordance with the decision trees in Appendix 5 (green, orange, red);
- Depending on the risk profile, it is determined what the work programme for the audit looks like (appendix 3);
- The risk profile of employment agencies is red by default and requires no separate determination of the risk profile.

7.4 Notice of audit

The CB notifies the company about the risk profile that has been determined and the associated work programme, including the time required for the audit. If the company does not agree with the risk profile that has been determined, the company can make this known through the objection procedure of the relevant CB.

If the company does not object to the risk profile that has been determined, the CB schedules the audit.

Phase 2: Audit

7.5 Carrying out the audit

The CB carries out the audit and checks whether the company complies with the Fair Produce scheme. The findings and substantiations are recorded in a report. The audit is carried out on the basis of document inspections which, in the case of cultivation and trade, is supplemented with interviews and a tour of the company site.

7.6 Interviews

Depending on the risk profile that has been determined, the auditor must conduct interviews with employees. This involves both in-house employees of the growers/traders themselves and agency workers working at the company.

When a company is Fair Produce-audited for the first time, a minimum of 5 employees must be interviewed. If agency workers are employed, a representative mix must be made between in-house employees and agency workers, which will be at the discretion of the CB. If it concerns foreign employees with insufficient command of Dutch, English or German, the interview must be held in the employee's native language. If the auditor has mastered this native language to at least A1 level, the auditor can conduct these interviews himself. This linguistic level must be demonstrated by a certificate from a language institute, if it is not the native language of the auditor. If the auditor has insufficient command of the employees' native language, the CB, at the expense of the company to be audited, must engage an interpreter with a command of the native language at A1 level, at least. The interviews must be conducted individually, in a closed room. The employer/hirer is not allowed to be present at the interviews.

It is possible to separate the interviews from the regular audit. In that case, separate appointments will have to be made. However, the interviews must take place within 10 working days before or after the audit.

In the event of follow-up audits, the decision to whether or not conduct interviews depends on the risk profile. In the case of a green risk profile, no interviews will be conducted (as no audit is carried out). In the case of an orange profile, 3 people must be interviewed, rising to 7 in the case of a red profile.

The subjects set out in Appendix 6 must be discussed in the interviews. The interview reports must be stored by the CB in the company's file.

7.7 Draft report

The CB draws up the draft report no later than 10 working days after the audit. This draft report is sent to the company subject to a positive review by the technical manager of the CB.

Phase 3: Completion of the audit

7.8 Hearing both sides

The company must indicate in writing within 10 working days after the date on which the draft report was submitted whether it agrees with the report or whether it wishes to comment on it. A failure to respond within the set term means that the company agrees with the draft report. The CB must notify the company by telephone of the expiry of the term no later than 2 working days before the expiry of the term within which it can respond. This telephone report must be confirmed by the CB by e-mail. If deviations have been found, the cover letter from the CB must explicitly state what the consequences are of these deviations and that failing to respond within 10 working days will lead to these consequences.

If the company wishes to comment on the report, these comments will be discussed between the auditor and the technical manager, who will then reach a decision. The consultation and the decision taken must be recorded in writing and be kept in the CB file of the relevant company.

7.9 Final Report

After having heard both sides, the draft report will be adjusted, if necessary, and converted into a final report. If the company does not use its right to adversarial proceedings, the draft report will be converted into a final report, unaltered.

The draft report is converted into a final report within 10 working days of the expiry of the deadline before which the company could respond to the draft report. This final report is sent to the company with the notification that a decision on certification will be made on the basis of this report.

7.10 Certification

Based on the final report, the CB takes a decision on certification. Three decisions are possible:

- Issuing a certificate for 36 months or renewing the certificate for 36 months in the case of re-certification: If the company meets all points of the Fair Produce requirements;
- Issuing a certificate for 3 months: If the company fails to meet the standard on a maximum of 5 points, the company will be granted a period to remedy of 3 months to demonstrably resolve the deviations, after which a certificate for 36 months will be issued after all.
- Decision against issuing a certificate: If the company fails to meet the standard on 6 or more points, the certificate will not be issued.

The CB keeps a record of the validity dates of the certificates in the Fair Produce register. The certified company itself is responsible for arranging a timely audit. The expiry date cannot be exceeded. If it is, the company will be removed from the Fair Produce register by the CB.

If no audit has been scheduled no later than 3 months before the expiry date of the certificate, the CB will notify the company of the possible transgression and the consequences thereof.

The CB will notify Stichting Fair Produce Nederland in writing of any removal from the Fair Produce register. Stichting Fair Produce Nederland will notify the other certified parties of the revocation. If on the basis of a new audit, it is established that the company again complies with the Fair Produce requirements, it will be included in the register once more.

The CB issues the certificates to the company. These certificates must be in accordance with the format set out in Appendix 1.

7.11 Objection and appeal procedure

An interested company may object to a decision or measure of the board of Stichting Fair Produce Nederland within six weeks after the date of notification and submit it to the Objections Committee of Stichting Fair Produce Nederland in accordance with the Objection and Appeal Regulations as published on the Stichting Fair Produce Nederland website.

An interested company can object to an audit report or decision by a CB, in accordance with the Objections Regulations of the relevant CB.

Following the objection raised with the CB, an interested company can appeal against the CB's decision with the Appeals Board of Stichting Fair Produce Nederland, in accordance with the Objection and Appeal Regulations of Stichting Fair Produce Nederland.

Lodging an objection or appeal does not have a suspensive effect and does not affect the contested decision or measure of Stichting Fair Produce Nederland or that of the CB until a final decision is made on the matter.

Chapter 8. Period of validity, interim audits and renewal of certificate

8.1 Period of validity

The Fair Produce certificate is, in principle, valid for a period of three years. This depends on the (positive) results of the interim audits, which are carried out on a periodic basis (at least once every 12 months).

8.2 Interim audits

The interim audits, which are scheduled separately from the initial audit, are carried out on the basis of the version of the Fair Produce standard applicable at that time. Interim audits are scheduled based on the status and importance of the activity to be audited. The audit programme may be adjusted based on the findings.

As part of the two interim audits, all questions must be assessed in each audit. In addition to all questions, each interim audit must at least address any changes in the organisation, use of the logo and assess the effectiveness of measures taken as a result of shortcomings identified during previous audits.

If the auditor concludes that the situation is not in accordance with the Fair Produce standard, he will state this in the report. In that case, the company must propose appropriate corrective measures to the CB and agree on a time period with this institution within which the corrective measures will be implemented. If the corrective measures have not been implemented within the set time (a maximum 3 months), the certificate will be suspended until demonstrable compliance with the Fair Produce standard is achieved. A report is made by the Fair Produce auditor of every interim audit.

8.3 Re-certification

If the company wishes to renew the certificate at the end of the three-year certification period, a re-certification investigation must be carried out by the CB on the basis of the Fair Produce version applicable at that time. This must be completed before the expiry date of the certificate.

8.4 Change in scope and expansion

In the event of a change in the scope or other significant changes in the company, it is examined whether the certification agreement needs to be amended.

Chapter 9 Time spent

The minimum time spent prescribed for Fair Produce certification does not include reporting, travel time and the time to visit or speak by telephone with a hirer and/or an agency worker in connection with the inspections carried out. In terms of time spent, a distinction is made between phase 1 and phase 2.

9.1 Phase 1

Phase 1 is concluded with written findings and agreements for the follow-up of the investigation (phase 2). A total of 0.33 man-days are available for phase 1. The Phase 2 investigation normally takes place immediately after the Phase 1 investigation.

9.2 Phase 2

In phase 2, a distinction is made for time spent (in man-days) between initial, interim (1 and 2 years respectively) and repeat audits (re-certification after 3 years). In the case of trade and cultivation, the table below applies, stating the minimum time spent:

Audit	Certification	Interim	Re-certification
Main office	0.50	0.25	0.33
Branch office (*)	0.25	0.25	0.25

(*) per branch office to be visited

In the case of employment agencies, a minimum of 0.67 days must be spent on an audit by default. In the case of small businesses (see 7.2.2.), the minimum time spent on interim audits, as set out in the above schedule, does not apply.

Chapter 10. Suspension and revocation

The CB has the right to suspend and revoke the Fair Produce certificate at any time during the three-year certification period.

10.1 Suspension

The certificate can be suspended if the company fails to implement the corrective measures within the specified period (a maximum of 3 months) or if it appears that the CB logo or mark is being misused.

10.2 Revocation

The certificate will be revoked if the corrective measures have not been implemented within three months of the suspension.

Chapter 11. Use of the Fair Produce quality mark

The Fair Produce-certified company listed in the register is entitled to use the Fair Produce quality mark (word mark and figurative mark) with regard to its certified activities, with due observance of the provisions of Appendix 7 Use of the Fair Produce Quality Mark.

Chapter 12. Secrecy

Insofar as not contrary to national legislation, the CBs and Stichting Fair Produce Nederland will treat data covered by professional secrecy as strictly confidential and refrain from disclosing it to anybody without the prior written consent of the certified company or the company to be certified, all this subject to certification status, which is always published without separate permission.

Information appearing on the Fair Produce certificate is of course public.

Chapter 13. Changes to the scheme & transitional arrangement

Changes to the scheme

Changes in certification requirements and relevant regulations will be established by Fair Produce and ratified by the Fair Produce board, after which they will be binding between the parties. Certificate holders are immediately notified of the changes. A period of 3 months is used as a transitional period. During that period, certificate holders and CBs are given the opportunity to make adjustments and implement the changed requirements. If the certificate holder is unable to comply with this after the transitional period, certification cannot be continued in accordance with the new requirements.

Transitional arrangement to an accredited certificate

From 1 January 2021, version 2020/03 of the Fair Produce scheme must be used. No later than one year after placing the Fair Produce scheme on the BR010 list of the Accreditation Council (RvA), all Fair Produce declarations of conformity (certificates) without accreditation will expire. All certificate holders will be notified by Fair Produce in a timely manner to allow them to request an audit in good time, which will be carried out on the basis of the accreditation issued.

New Certifying Body

If a new Certifying Body wants to start with the scheme, it must be accredited by the RvA within 1 year after acceptance by Fair Produce. In the meantime, Fair Produce certificates must be issued without reference to RvA accreditation.

Appendices

Appendix 1 - Certificate format

Appendix 2 - Fair Produce Agreement with Certifying Body (CB)

Appendix 3 - Audit process and work programme

Appendix 4 - Fair Produce Nederland membership contract

Appendix 5 - Determination of risk profile

Appendix 6 - Interview items regarding cultivation and trade

Appendix 7 - Use of the Fair Produce quality mark