

PROTERRA CERTIFICATION PROTOCOL¹

V4.0

Contents

1. Introduction	2
1.1 ProTerra Foundation	2
1.2 ProTerra Certification System	2
1.3 ProTerra Standard	2
2. Scope of this document	3
3. Definitions and Abbreviations	3
4. Approval and Operation of Certification Bodies	4
5. Certification Requirements	5
6. Audit Requirements and Procedures	6
7. Certification	11
8. Suspension and Withdrawal	12
APPENDIX 1 – PROTERRA GENERAL TERMS OF CERTIFICATION	14
1. Scope of Application and Contract Documentation	14
2. Duties of the Certification Body	14
3. Use of the ProTerra Logo and the ProTerra Seal	15
4. Integrity Programme / Rights of access and Inspection	16
5. Complaints and Appeals	16
6. Volume Fees	16
7. Confidential data handling and publications of third-party data	17
8. Infringements of the ProTerra Standards by System Users	18
APPENDIX 2 – SAMPLING METHODOLOGY	19
APPENDIX 3– CERTIFICATION AUDIT CYCLE FIGURE	21
APPENDIX 4: VOLUME SHEETS.....	22
APPENDIX 5: PROTERRA ANNUAL CERTIFICATE TEMPLATE	25
APPENDIX 6: PROTERRA TRACEABILITY CERTIFICATE OF COMPLIANCE (TCC)	27
TEMPLATE.....	27
GUIDELINES FOR CERTIFICATION BODIES	28

¹ Applicable for all ProTerra Standards

1. Introduction

1.1 ProTerra Foundation

ProTerra Foundation is a non-for-profit organisation that envisages a world where all businesses contribute to the protection of biodiversity by switching to sustainable production, conserving natural resources and ensuring that workers and local communities are treated with dignity and respect. The ProTerra Foundation owns the ProTerra Standard for Social Responsibility and Environmental Sustainability, the associated ProTerra Smallholders and ProTerra Europa Interpretations as well as the ProTerra Insecta Standard. More information: www.proterrafoundation.org

The ProTerra Foundation's mission is to be a global network of businesses supporting more sustainable agricultural practices, in the food and feed supply chains, where relevant the conversion to non-GMOs and full respect of workers and communities' dignity.

Businesses enterprises that support the ProTerra Foundation mission and vision must sign a membership declaration to commit to:

- Support the credibility of the ProTerra Certification Standards.
- Raising awareness about impact on biodiversity and climate change.
- Empowering and supporting farms and businesses throughout the food and feed supply chain, to become vectors of environmentally and socially responsible business practices.

1.2 ProTerra Certification System

The ProTerra Certification System responds to the growing demand for products that are produced according to higher standards of social responsibility, environmental sustainability and traceability, especially in the case of non-GMO products.

The ProTerra Certification System consists of two main elements: the ProTerra Standards and its Interpretations and the ProTerra Certification Protocol. The current versions are published on the ProTerra Foundation website.

1.3 ProTerra Standard

The aim of the ProTerra Standards is to foster good agricultural or production practices, secure the supply of sustainably produced, traceable, non-GMO commodities/raw materials for feed and food, protect the environment and promote that workers and communities are treated with dignity and respect.

Certification is applicable to distinct levels of operation across the food and feed production chain. Under the ProTerra Standard for Social Responsibility and Environmental Sustainability and ProTerra Insecta, the existing levels are:

- Level I – Agricultural production (or insect production under ProTerra Insecta)
- Level II – Transport, Storage, Traders and Dealers

- Level III – Industrial Processing

Food and feed production can be agricultural or industrial.

- **Agricultural production** is the growing of crops and seeds. The unit of certification includes the entire farm, both nongrowing activities and non-cultivated areas, including all activities ongoing on site at the time of certification (the unit of certification, therefore, includes the entire farm).
- **Industrial Processing** refers to any operation that physically and chemically **transforms** the agricultural production output, such as a cleaning or drying unit; a crushing plant; or a food product manufacturer that processes an agricultural commodity to create a new food/feed product. The unit of certification includes the entire industrial site including all activities ongoing on site at the time of certification.

2. Scope of this document

This Certification Protocol has been developed for certification bodies, auditors and economic operators, to explain the process and procedures for certification against the ProTerra Standards.

ProTerra works with accredited independent third parties (Certification Bodies) to perform certification audits.

This document sets out the procedures and requirements that a Certification Body must consistently abide to in to ensure its status as a ProTerra approved organisation and to confirm the validity of the ProTerra Certificates issued by it.

3. Definitions and Abbreviations

System User is any natural or legal person who executed an agreement with a Cooperating Certification Body regarding the use of services based on the ProTerra Standard and who has agreed to the Terms of Use of the ProTerra Foundation.

Economic operator organisation or individual with legal ownership or physical control of agricultural commodities, derived products, and products made with them. Economic operators may be in any node of the supply chain. In the context of this Standard a certified organisation means the same as a certified economic operator.

Standard related services are certification and verification audits, risk assessments in the form of gap-audits against a ProTerra Standard and training of Economic operators, based on the content of the ProTerra Standards, and the use of sustainability reporting tools and other tools developed by the ProTerra Foundation related to the ProTerra Standards.

Audit is an independent assessment, based on objective evidence, made by an approved Certification Body, of the compliance of an Economic operator with the ProTerra Standards requirements, including the applicable indicators per certification Level and the applicable key legal requirements. Audits against the ProTerra Standard can be done on Level I – Agricultural production ((or insect production under ProTerra Insecta); Level II – Transport, Storage, Traders and Dealers; and Level III – Industrial Processing.

Integrity Assessment is an audit performed by the ProTerra Foundation, or by independent auditors commissioned by the ProTerra Foundation, with regard to Certification Bodies as part of the ProTerra Foundation Integrity Programme, to confirm that services performed under the ProTerra Standards or using the ProTerra System are compliant with the ProTerra certification requirements and applicable internal procedures.

Personal Data is any information about the personal or factual circumstances of a specific or identifiable natural person. This includes information that can be used to determine a person's identity, e.g., name, address, e-mail address or IP address.

ProTerra Certification System: The ProTerra Standards and the Certification Protocol are the basic elements of the ProTerra Certification System. They are published in the currently applicable version on the ProTerra website.

Audit Guidelines are guidance information provided for Certification Bodies regarding audit procedures as well as interpretation and application of the indicators which are defined respectively in the ProTerra Standards, the Certification Protocol and ProTerra Internal Procedures.

Certificates are attestations issued by an approved Certification Body that confirm that the economic operator has met the requirements imposed on its business in relation to the requirements of the ProTerra Standards.

Cooperating Certification Body is a Certification Body that is approved by the ProTerra Foundation and that has executed a Cooperation Agreement with the ProTerra Foundation.

Certification Agreement or Service Agreement is the contract executed between the Economic Operator and the Cooperating Certification Body for certification or gap-audits in the context of the ProTerra Standards.

Core Supplier / Service Provider a supplier of a core input that is added as part of the formulation of a product or of an essential service associated to the production of a certified products/commodities under the ProTerra programme. For instance, a supplier of soybeans is a core supplier to a soy-crushing plant, while a core service provider is for example outsourcing of harvesting labour.

Standard and Certification Committee (SCC) is the committee appointed by the ProTerra Board to handle implementation and credibility issues related to certification on behalf of the ProTerra Foundation among other responsibilities.

4. Approval and Operation of Certification Bodies

Only Certification Bodies (CBs) approved by the ProTerra Foundation are allowed to audit against the ProTerra Standards.

ProTerra aims to ensure that Certification Bodies consistently deliver the ProTerra Certification System to the highest standards, and that economic operators wishing to become certified can choose from the approved Certification Bodies.

A list of the approved Certification Bodies is maintained on the ProTerra website.

The formal CB approval procedure is detailed in the ProTerra document entitled **Approval and Operational Procedures for Certification Bodies**, which is available on the ProTerra Foundation website. The procedure defines the criteria for the approval of Certification Bodies that will be authorised to audit against the ProTerra Standards. It also defines the operational requirements, the structure and qualification of ProTerra scheme manager and auditors of a CB, among other issues.

5. Certification Requirements

5.1 To achieve certification against the ProTerra Certification System, the economic operator must demonstrate compliance with 80% of all applicable indicators, in which all core indicators are included.

Compliance shall be independently verified by an accredited Certification Body approved by the ProTerra Foundation to perform audits under the ProTerra Certification System.

5.2 Only ProTerra-certified economic operators are allowed to trade agricultural commodities and derived products as ProTerra-certified and/ or make claims related to compliance with the ProTerra Certification System.

5.3 ProTerra-certified materials and products shall be identified using the correct claims, ProTerra logos, seals, trustmark and certificates, according to the Guidelines and Requirements for the Use of the ProTerra Logo and Seal.

5.4 Scope of Certification

5.4.1 The ProTerra certification is applicable to three levels of operation within the food and feed production chains:

- Level I – Agricultural production (or insect production under ProTerra Insecta)
- Level II – Transport, Storage, Traders and Dealers
- Level III – Industrial Processing

5.4.2 The economic operators must be classified in one of the operation levels indicated under 5.4.1. Each ProTerra indicator is accompanied by a reference indicating the Level of operation to which it applies to and whether it is core or not. The organisations that only act as chain of custody economic operators (do not transform and therefore only trade/store and/or transport), are audited against those indicators that relate to Level II operations.

5.4.3 The ProTerra Certification can apply to raw materials, ingredients or multi-ingredient products. This may be accomplished using two basic approaches:

- Each actor in the food and feed supply chain can be certified in its own right against the relevant set of ProTerra Standard indicators; or
- Certified organisations that use inputs from actors that are not ProTerra certified shall implement a management system to control, support and monitor its supply chain(s) to ensure that the applicable ProTerra Standards indicators are met. In this case, the verification of this

management system will be considered as part of the organisation's certification process by the Certification Body involving visits to selected core suppliers.

6. Audit Requirements and Procedures

This chapter describes the requirements, processes and procedures that a Certification Body shall follow in arranging, conducting, and reporting an audit of an economic operator that is seeking certification against the ProTerra Standards.

6.1 Application and Certification Agreement

- 6.1.1 The economic operator shall provide all relevant information about its organisation and activities related to the desired certification scope, including name, address, location, and operation level (Level I – Agricultural production/insect production; Level II – Transport, Storage, Traders and Dealers, and Level III – Industrial Processing), list and type of core suppliers through completing an application form developed by the Certification Body. The economic operator should also inform the intended certified volume. By signing the Certification agreement, the economic operator agrees to participate in integrity assessments when necessary and receive ProTerra auditors or its representatives for witness/parallel audits. This information is necessary for the Certification Body to estimate the certification costs and generate a certification proposal detailing the scope and conditions of the certification services, general rules and applicable fees. The evaluation of economic operators from Level III (Industrial Processing) shall include the verification of a sample of their core suppliers, both farms and other types of suppliers, based on the sampling methodology described in Appendix 2.
- 6.1.2 Before issuing the Certification proposal, the Certification Body (CB) must verify that the economic operator is a registered member of the ProTerra Network. If the economic operator is not a member, the CB shall request that the economic operator to contact the ProTerra Foundation to apply for membership.
- 6.1.3 Once the applicant accepts the commercial and technical conditions set forward in the CB's proposal, the Certification Body shall prepare a legally enforceable contract, the Certification Agreement, within the limits of the ProTerra Terms of Use and Certification.
- 6.1.4 The Certification Agreement shall specify the certification scope, duration and costs relating to the assessment procedure, and outline the rights and obligations of the Certification Body and of the auditee. This shall include relevant provisions on confidentiality and no conflict of interest.
- 6.1.5 The required audit frequency is one full audit per year for all levels, except if any relevant fact is made public in the interim which, at the discretion of CB and/or the ProTerra Foundation, requires a new intermediate audit. A relevant fact includes, but is not limited to fines, sanctions and investigations from/by public

authorities that come to the public knowledge associated with: child labour, slavery, breaches of human rights, conflict with traditional community or indigenous populations, illegal deforestation or non-compliant cut-off date, use of GMO material and major pollution events. Costs associated with audits motivated by relevant facts are to be fully paid by the auditee.

6.2 Audit Planning

- 6.2.1 The Certification Body shall have a procedure for selecting and appointing the audit team, including the audit team leader. Collectively they shall be able to cover all elements of the ProTerra Standards, taking into account the competencies needed to achieve the objectives of the audit.
- 6.2.2 The Certification Body shall have documented procedures for determining the audit time required for each economic operator. The following aspects shall be considered:
- a) The level of the economic operator (Level I, II or III);
 - b) Number of applicable criteria and indicators of the ProTerra Standards;
 - c) Size and complexity of the economic operator;
 - d) Technological, cultural and regulatory context;
 - e) Any outsourcing of core activities included in the scope of certification; and
 - f) The results of the previous audit.
- 6.2.3 The Certification Body shall provide the name and, when requested, make available background information about each member of the audit team, allowing sufficient time for the economic operator to object to the appointment of any particular auditor or technical expert and for the Certification Body to reconstitute the team in response to any valid objection.
- 6.2.4 The audit plan shall be prepared by the CB and forwarded to the economic operator prior to the on-site visit. It shall include at least: audit objectives and scope in line with the Certification Agreement, audit standard, foreseen time of opening and closing meeting, audit team meetings, time allocated for each audit activity, working language for the audit, and the roles and responsibilities of the audit team leader and team members.
- 6.2.5 In preparation for the site visit and as part of the audit, the CB's audit team will check for readily available information on the internet, related to the economic operator and **all** its core suppliers for:
- a) publicly citations related to environmental embargoes or crimes;
 - b) publicly citation associated with slave and child labour; and
 - c) publicly citation associated to land conflict with traditional and Indigenous communities.

The review of the information mentioned above must be documented and its outcome must be included in the audit report.

- 6.2.6 In preparation for the site visit and as part of the audit, the CB's audit team will check satellite imagery (present and past), associated with all farms (to be independently certified or that are core suppliers of the economic operator), in order to confirm compliance with the ProTerra terms and cut-off date. Assess to satellite imagery database may be provided by the economic operator seeking certification.

The review of satellite imagery must be documented, and its outcomes must be included in the audit report.

6.3 Certification Audit

- 6.3.1 The on-site certification audit is compulsory and necessary to obtain objective evidence to determine the extent to which the economic operator is in compliance with the requirements of the ProTerra Standards. Special circumstances (such as sanitary crises, war or other situations out of one's control), may allow virtual audits, but in this case, specific procedures must be agreed upon with the ProTerra Foundation in order to guarantee the robustness of the evaluation. This must be documented, including all details used in the alternative approach to avoid data gaps, and included in the audit report.
- 6.3.2 The certification audit shall include:
- a) Opening meeting during which the certification body shall inform about the certification process, agree with logistics of the assessment including assessment of core suppliers, confirm access to all relevant documents, field sites and personnel, and agree on the timing of the closing meeting.
 - b) Visual inspection of the site area of the economic operator considering the scope of certification (social, environmental, labour, health and safety aspects).
 - c) Visual inspection of the site area of the economic operator considering regulatory aspects.
 - d) Verification of the documentation, including a sufficient number and variety of records, procedures, programmes, and all available documents related to the indicators of the ProTerra Standards.
 - e) Interviews with staff and workers, as well as other professionals and people involved in, or affected by the operation. Interviewees have to be selected by the auditor, not by the management.
 - f) Control of certified volume flows: the volume of purchased certified products and the output of certified products shall be verified and documented to ensure that no double counting is occurring. Carry over of certified volumes is only possible if the company's certified status is continuous. In contrary cases, the carry over is not possible and the corresponding amount must be excluded from this balance sheet and from the certified volumes.
 - g) Closing meeting with the management detailing and discussing all non-conformities identified during the site visit.

h) Agree on when non-conformities will be resolved and how the CB will verify the implementation of corrective actions to confirm the closure of the non-conformities.

6.3.3 The Certification Body shall develop a ProTerra checklist to be used during the audit process. This checklist shall be approved by ProTerra in advance.

6.3.4 ProTerra reserves the right to accompany auditors on audits.

6.3.5 The evaluation of economic operators from Level III (Industrial Processing) shall include the verification of a sample of their core suppliers, both farms and/or other types of core suppliers, based on the sampling methodology described in Appendix 2 and considering the ProTerra requirements associated with their specific level.

6.3.6 The auditees shall grant access to the area(s) under certification and administrative premises, be available for interviews and make workers available. Auditees should also provide all the required and necessary documents and evidence as requested by the CB in a timely manner and make arrangements for the visit to the core supplier's sites as necessary.

6.4 The certification Cycle

Please also refer to Appendix 3 – Certification Audit Cycle Figure

6.4.1 The ProTerra certification audit is to occur at the site of the economic operator and subsequently (within a maximum of 60 days), at the site of all the core suppliers (based on sampling). The certification decision shall be made after all core suppliers selected for sampling, have been verified (please refer to section 6.5).

6.4.2 A list with all the non-conformities identified during the certification and verification audits must be forwarded to the economic operator within 5 working days from the conclusion of the site visits. Note that during the closing meetings, non-conformities must have been presented and discussed with auditees.

6.4.3 The audit report is due within 3 (three) months from the certification decision. The scheme owner shall be provided with the list of verified farms during an audit, that will also be documented in the audit report. Audit reports are to be retained by the CB for at least 5 years.

6.4.4 If non-core non-conformities are identified within the certification limit (refer to 7.1), and the necessary conditions are met (6.5.1.2), a ProTerra certificate will be issued with the date of the first audit of the cycle.

6.4.5 If core non-conformities or non-core non-conformities exceed the certification limit (refer to 7.1), and the necessary conditions are met (6.5.1.2 and 6.5.4 respectively), a ProTerra certificate will be issued with the date of the positive certification decision.

- 6.4.6 If a core supplier fails to implement the agreed corrective action plan, it will not be allowed to participate in the next supplying cycle and will have to be verified before returning to the supply chain to demonstrate that all core non-conformities have been closed.
- 6.4.7 ProTerra certificate is valid for 1(one) year. To maintain certification, a recertification audit must be scheduled to start at least 90 days before the valid certificate expires. Otherwise, production volumes that occurred during a period not covered by a ProTerra certificate will not be granted a Proterra-certified status. Cases of *force majeure* (sanitary crises, severe climate conditions etc) may lead to the extension of the validity of a certificate, but this will be decided on a case-by-case basis by ProTerra Foundation taking in consideration the specific circumstances.

6.5 Non-conformities and Corrective Actions

- 6.5.1 ProTerra classifies the indicators in two levels of compliance: Core Indicators and Other Indicators.
 - 6.5.1.1 Core Indicators are those that are considered by the ProTerra Foundation to be essential to mitigate sustainability negative impacts. These indicators must be met by applicants and their core suppliers to be granted the ProTerra Standard certification. Core Indicators shall be complied with from the beginning and maintained throughout the entire certification period. The classification of each indicator as core or not is indicated in the ProTerra Standards.
 - 6.5.1.2 Auditee and CB must agree on a written timetable and plan (corrective actions plan) to close all non-core non-compliances, including those associated with its core suppliers. Additionally, all certified organisations shall present an annual progress report on the implementation status of the action plan, which will be verified during the subsequent ProTerra audit.
- 6.5.2 All non-core non-conformities that are identified by the CB team during an audit shall be systematically recorded. The economic operator shall receive a list of all the non-conformance identified during the certification and verification audits within 5 working days of the conclusion of the site visits.
- 6.5.3 The economic operator shall answer the non-core non-conformity report with the corrective actions and the time frame planned to address each one of them, **including those of its core suppliers**, and send it to the Certification Body within a maximum of 30 days after the end of the last core supplier verification audit.
- 6.5.4 If there are CORE non-conformities, the certificate will not be issued until objective evidence of correction has been received and verified by the Certification Body. This verification may include additional on-site audits at the economic operator cost. Issuance is only possible within a maximum of 6 months

after the last core supplier verification. If after this period no evidence of closure of CORE non-conformities is provided, a full new audit is necessary at the expense of the auditee, should the economic operator still wish certification. Should the economic operator abdicate certification, all fees agreed with the CB are nevertheless due.

- 6.5.5 CORE non-conformities, including those related to land-use change, human rights violations or the use of GMO material and seeds, will exclude the volume produced by the non-compliant core supplier from the ProTerra Certification of the economic operator. Excluded suppliers may be reinstated if they are able to demonstrate that the CORE non-compliance has been addressed, for example: that cleared area has been duly restored (in line with the specific requirements of the ProTerra Procedure for Compensation and Restoration Guidance); human rights violations have been eliminated and victims have been duly compensated; and that no GMO material or seed are present on the farm for the certified chain. Reinstatement can be confirmed at any moment in time by a specific verification audit done by CB at the expenses of the supplying farm or the economic operator. For reinstatement, all CORE non-compliances have to be duly closed.

6.6 Multi-Site Certification – Specific Aspects

- 6.6.1 For multi-site certification, all sites to be included in the certification must operate under the same management system and have a formal administrative relation and a central office or administration.
- 6.6.2 The on-site audits shall always include an audit of the unit managing the group/central administration. The number of sites to be audited each year will depend on the total number of sites in the group. Please refer to Appendix 2 – Sampling Methodology for specific guidance on sample size calculation.
- 6.6.3 After certification audits of the selected sites, if successful, certification will be granted to all sites participating in the group.
- 6.6.4 A summary of non-conformities will be left with the quality/technical manager responsible for the group at the closing audit.
- 6.6.5 Should one site be suspended/ withdrawn (please refer to item 8), the CB shall evaluate the extension of the problem to determine whether it is a management system aspect or a localised issue. In the case of a management system breach, all sites are suspended/withdrawn.

7. Certification

- 7.1 In order to achieve certification with the ProTerra Standards, the economic operator has to meet 80% of all applicable indicators, in which all core indicators are included.

- 7.2 The certification decision is only possible within a maximum of 6 months after the conclusion of the last core supplier verification audit. After this time, if no agreement has been made with respect to the terms of the corrective actions plan (refer to 6.4 and 6.5 above) or evidence is provided of core compliance being duly closed (refer to 6.5 above), a full new audit is necessary at the expense of the auditee, should the economic operator still wish certification. Should the economic operator abdicate of the certification, all fees agreed with the CB are nevertheless due.
- 7.3 The ProTerra Certificate issued by the CB will follow the template and wording defined by the ProTerra Foundation. The type of chain of custody adopted by the certified organisation shall be indicated by the CB in the certificate. In the Certificate all the units that the certification applies to shall be listed with the respective addresses. The CB may also indicate the names and addresses of all the core suppliers that were verified during the cycle, if applicable.
- 7.4 The validity of ProTerra certification is 1 year from the date of issuance for all Levels and under all conditions.

8. Suspension and Withdrawal

- 8.1 The certificate of any economic operator shall be suspended for a maximum period of six (6) months by the CB or by ProTerra Foundation if it fails to address any non-conformity issued within the deadline specified in the approved corrective action plan without a reasonable justification.
- 8.1.1 If a certificate is suspended, the CB shall inform the economic operator that it shall not promote or advertise its ProTerra certification in any way and it shall not claim to be certified. ProTerra Foundation shall publicise the suspension to interested parties.
- 8.2 Within the suspension period (maximum 6 months), the economic operator is required to submit a new action plan outlining the steps to be taken to address the outstanding non-conformity. The CB may lift the suspension and reinstate the certificate, with the former issuance date and therefore validity, once it has verified the implementation of the action plan which may include an on-site audit at the expense of the economic operator.
- 8.3 Where objective evidence indicates that there has been a Core non-compliance leading to a breakdown in the sustainability of the supply chain caused by an economic operator's actions or inactions, and/or that products have been falsely identified as ProTerra certified, the CB shall immediately suspend the certificate. Requirements 8.1.1, 8.2 and 8.4 apply thereof. The CB shall notify the ProTerra Foundation within forty-eight (48) hours of this occurrence.
- 8.4 If the auditee, within the suspension period, fails to prove the solution of non-conformities, the CB shall withdraw the certificate and notify ProTerra of the withdrawal.

The CB shall notify the ProTerra Foundation within forty-eight (48) hours of this occurrence.

8.5 Variation Request

- 8.5.1 In certain exceptional cases, the CB may wish to request a variation from the requirements of this Protocol. This should be done by submitting a written request to the ProTerra Foundation, specifying the clause(s) of the Certification Protocol for which the variation is requested and providing a justification for the variation, including an explanation of how the request does not alter the compliance of the economic operator with the ProTerra Standards.
- 8.5.2 Any variation requests shall be submitted in advance to any on-site audit, as ProTerra Foundation will not accept retrospective variation requests.
- 8.5.3 The decision of ProTerra Foundation will be considered final with no right of appeal.

APPENDIX 1 – PROTERRA GENERAL TERMS OF CERTIFICATION

1. Scope of Application and Contract Documentation

- 1.1 These Terms of Certification applies to all business dealings between the Certification Body and ProTerra Foundation and form a part of the Cooperation Agreement. Additional contractual documents shall be mentioned in the Cooperation Agreement.
- 1.2 Any deviating General Terms and Conditions of the Certification Body are explicitly rejected.
- 1.3 The Requirements on Certification Bodies and the ProTerra Certification System (ProTerra Standards, applicable ProTerra procedures and ProTerra Certification Protocol) shall form the basics of cooperation and the certification by the certification bodies.
- 1.4 The Certification Body will be notified in case of changes in the General Terms of Certification, the Guidelines and Requirements for the Use of the ProTerra Logo and Seal and in the fee and tariff structure, no later than two months before the proposed effective date. The Certification Body shall be deemed to have agreed to the changes if it does not submit its rejection of them in written form before the proposed effective date.

2. Duties of the Certification Body

- 2.1 The Certification Body is required to inform ProTerra and document any changes that may affect its accreditation. This may include reports of audits and surveillance by the accreditation body.
ProTerra will monitor and evaluate the accreditation status including the validity of the accreditation certificates of the approved Certification Bodies.
- 2.2 The Certification Body shall timely inform System users (their clients) that they must apply for membership of the ProTerra Network and accept the Terms of Use and Certification in order to execute a Certification or Service Agreement with the Certification Body for conducting certification or gap-audits under the ProTerra Standards. The Certification Body shall be permitted to perform an audit only if the System User has applied for membership of the ProTerra Network.
- 2.3 The Certification Body is responsible for its decisions and its obligations towards its clients and cannot subcontract these, unless subject to former approval by ProTerra.
- 2.4 Audits are to be performed in accordance with the respective applicable documents, this Protocol and the ProTerra Standards. ProTerra may give binding instructions to the Certification Body regarding the application of the Standards, define audit requirements, and provide conditions for the System User according to which certificates are to be issued.

- 2.5 Audit reports are to be filled out completely and correctly and sent to the ProTerra Foundation within a maximum of 30 days after the audit report is released to the economic operator.
- 2.6 The Certification Body shall be obliged to verify within the framework of each audit the correctness of the information provided by the System User during the ProTerra Network application for membership and/or any subsequent update of such information and to notify ProTerra via e-mail of any change without delay, at the latest, however, together with the transmission of the certification documents. Such obligation shall also apply if the Certification Body becomes aware of any change to such information outside an audit.
- 2.7 During certification and verification audits the Certification Body shall use its best professional judgement, without any bias, to assess economic operators' information and to make its certification decision.
- 2.8 After an audit and a positive certification decision, the Certification Body shall issue the certificate to the System User within a maximum of four weeks if the conditions for the issuing of a certificate are fulfilled.
- 2.9 The Certification Body shall be obliged to enable and allow Integrity Assessments if requested by ProTerra. This will be organised based on the audits scheduled at the time of request by ProTerra, on a case-by-case basis. These assessments are planned randomly or targeted based on risk evaluation or reacting to complaints.
- 2.10 The Certification Body has to nominate a primary contact person (and his/her delegate) per business unit or region who is defined as the Key Account Manager of the ProTerra Foundation. This person is responsible for coordinating all work related to ProTerra and managing the CBs interaction with the ProTerra Foundation. He/she is also responsible for operational improvements and controlling all necessary documents that have to be sent to the ProTerra Foundation. The Key Account Manager shall demonstrate knowledge of the ProTerra system documentation and requirements and respond to ProTerra queries in a timely manner (typically within a maximum of 30 working days).
- 2.11 The Certification Body shall motivate a timely re-certification of the System User.

3. Use of the ProTerra Logo and the ProTerra Seal

- 3.1 The Certification Body shall be both entitled and obliged to proper use of the ProTerra Logo on the issued certificates.
- 3.2 The Certification Body checks the correct use of the ProTerra Logo in printed matters or on the Systems User's website or any other means of media and communications. Misuse or infringement of the ProTerra Logo rules has to be reported by the Certification Body to the ProTerra Foundation, also when detected either during an audit or upon notification otherwise. The obligation to inform ProTerra of misuse or infringement of the ProTerra Logo and Seal where applicable shall also include misuse by a third party.

3.3 If the System User wishes to use the logo in any other way, especially in the form of the ProTerra Seal on-product, the Certification Body shall inform the ProTerra Foundation of this accordingly. In such case, an agreement on the use of the ProTerra Logo and Seal shall be concluded directly between the ProTerra Foundation and the System User. This does not affect the ProTerra Foundation's exclusive rights to the ProTerra Logo and Seal.

4. Integrity Programme / Rights of access and Inspection

4.1 In order to ensure a consistent and objective audit and certification process by all Cooperating Certification Bodies, ProTerra Foundation may perform Integrity Assessments. These audits are planned randomly or targeted based on risk evaluation or reacting to complaints.

4.2 At all locations where the Certification Body performs activities associated with the Cooperation Agreement and on which it exercises material control, the Certification Body must enable representatives of ProTerra Foundation to:

- enter sites, offices, production and storage premises and means of transport during business hours or hours of operation;
- undertake inspections;
- inspect and audit all relevant written and electronic business records available;
- request the necessary information,
- take samples; and
- accompany the Certification Body on ProTerra audits and/or carry out its own control audits of companies that have already been certified (surveillance audit by the ProTerra Foundation).

5. Complaints and Appeals

Resolutions for conflicts should be made near the source of the dispute, with the participation of the parties involved and with the aim of reaching an amicable settlement. If such an amicable settlement cannot be reached, the procedures defined in the latest version of the PTF Complaints Procedure shall apply.

6. Volume Fees

6.1 The ProTerra Foundation is to collect certification fees from System Users according to the ProTerra Fees in vigour by invoicing the fees to the System Users.

6.2 Payment to the ProTerra Foundation according to the above specified invoices is due within 30 days after the invoice date. Other arrangements for the payment of fees to the ProTerra Foundation are to be agreed between the ProTerra Foundation Managing Director and the System user.

6.3 The Certification Body must pay the annual licence fees if applicable and agreed upon.

7. Confidential data handling and publications of third-party data

7.1 The ProTerra Foundation collects, stores and uses personal data and non-published company data insofar as necessary for a credible application of the ProTerra Standards with the services defined and permitted by legal regulations or ordered by the legislator.

7.2 ProTerra shall store and process the data of the Certification Body exclusively for the purposes resulting from the Cooperation Agreement, taking into account the relevant statutory provisions and the present General Terms of Use and Certification.

7.3 ProTerra Foundation will treat personal data and non-published company data as confidential and according to the provisions of the applicable data protection law. The confidential treatment of data covers ProTerra Foundation staff as well as all the non-employed members of Committees and the ProTerra Foundation Board during the time of their service and for at least 5 years after termination of their service term.

7.4 Certificate Reports may also encompass information regarding third parties that are not System Users (company name/trade name, address, country). This data is subject to the matter of the certification. The Certification Body shall ensure the complete and accurate provision by the System User of such data.

7.5 The approved Certification Body agrees to the publication of its name, logo, address, point of contact, e-mail address and web address on the ProTerra website as well as in print media of ProTerra Foundation and other public and non-public appearances of ProTerra Foundation.

If the Certification Body provides personal data regarding third parties, for example by naming contact persons, it shall be responsible for the completeness and correctness of such data and shall ensure that the ProTerra Foundation is entitled to use, make publicly available and transmit such data to third parties within the framework of the execution of the Cooperation Agreement without violating third party rights. The Certification Body shall indemnify the ProTerra Foundation against any and all claims, including claims for compensation for damages, asserted against ProTerra by third parties due to any violation of their rights based on the use, publication or disclosure of such data to third parties.

7.6 Subject to the stipulations above, as a rule, any data collected, stored and used by ProTerra shall not be made publicly available or passed on by ProTerra to third parties. Such data (e.g. including, but not limited to audit reports, completed audit reports) shall only be made publicly available by ProTerra or be passed on to third parties if the Certification Body and the respective third party or System User concerned have given their explicit consent to the publication or passing on of this data, or if ProTerra Foundation is obliged to pass on this information by law or due to official or judicial conditions or orders. The consent of the Certification Body and the third party has to be given in writing.

- 7.7 Should the System User change to another Certification Body, ProTerra shall be entitled to forward to the new Certification Body any and all data collected by ProTerra concerning the System User, if relevant.
- 7.8 ProTerra Foundation takes technical and organisational security measures to protect data collected, including any personal data, against loss, manipulation or unauthorised third-party access. The technical procedures used in this context are developed further and improved in line with technological progress. ProTerra Foundation however points out that it is not possible to guarantee comprehensive absolute protection.

8. Infringements of the ProTerra Standards by System Users

- 8.1 In the case of any infringement of the System User against the ProTerra Standards and Procedures, the Certification Body shall be obliged to inform ProTerra Foundation as soon as possible upon discovery and in all detail of the event, the circumstances resulting in the infringement being discovered, the cooperation of the System User in discovering the infringement and the measures already taken by the System User for the purposes of damage prevention or damage limitation and to ensure future fulfilment of the requirements. At the first request of the ProTerra Foundation, the Certification Body shall provide the ProTerra Foundation without delay with any and all documents related to the event and provide a written statement, in particular with regard to the severity of the infringement in accordance with the Terms of Use and Certification applicable to the System User as well as with regard to the degree of fault (simple or gross negligence, intent, fraudulent information).
- 8.2 If ProTerra Foundation defines obligations in the case of minor infringements, the Certification Body shall verify the fulfilment of such obligations within the framework of the next audit.
- 8.3 In the case of any culpable, serious infringement of the System User in accordance with the Terms of Use and Certification applicable to the System User, the Certification Body shall be obliged to promptly declare the System User's certificate null and void and to withdraw it. ProTerra may also give corresponding instructions.

APPENDIX 2 – SAMPLING METHODOLOGY

PROCEDURE FOR SELECTING THE SAMPLES UNDER THE PROTERRA STANDARDS

This section describes the sampling approach used under ProTerra certification. It includes sampling rules for core suppliers (farms or other suppliers) and for multi-site (farm group sampling).

The verification of compliance with the ProTerra Standard of those core suppliers that are not selected under the sampling rule (and therefore not visited), shall be carried out by the CB by reviewing the management system of the economic operator seeking certification. The management system shall be verified in relation to suppliers, including but not limited to reviewing internal audit programs and contract terms and conditions. Items 6.2.5 and 6.2.6 of the Certification Protocol apply to all core suppliers with no possibility of sampling.

In all cases:

- a) The criteria for defining a sample size for interviews (for human rights and labour issues) are the same. For the interview sample size and length CB should consider, as much as feasible, the guidance provided by SMETA and if applicable, GAFTA. Sample size selection shall be documented in the final audit report.
- b) It is mandatory in the next audit cycle to select core suppliers not previously visited until a full cycle of visits is completed.
- c) When planning for an audit the CB shall always include the main site (headquarter) when sampling within a group (please refer to item 6.6 Multi-Site Certification of the Certification Protocol).

Calculation of the sample

In all cases, the audited samples must be representative of a raw material, commodity, activity, area or jurisdiction and cover the specific risks associated with the supplier. Where differences exist due to the nature of the supplier activity this will be indicated in the ProTerra Standard.

The CB shall determine the minimum number of suppliers to be audited using Table 1. If there are known risks in specific areas, the CB may adapt the sampling method to increase sample size and where adaptations are made, CB shall document and explain in the audit report how and why adaptations were made. The selection of the specific suppliers that will be verified shall take into account the diversity and risks of inputs and geographical locations. The selection of the specific supplier shall be documented and presented in the Audit Report. The minimum number may be increased if there are circumstances that make this reasonable in order to achieve a representative sampling.

Table 1 Minimum sample size of core suppliers to be verified under the scope of a certified organisation:

Number of suppliers*	Sample size**
Less than 50	20% of the total number of suppliers
>50	Square root of the total number of suppliers

* Supplying farms should be grouped by geographical location and or risk for calculation of sample size. All geographical regions should be included in the sample.

**All core supplier of a certified company is to be added to the number of suppliers that are verified. The final sample size is to be rounded upwards.

Multi-Site Sampling

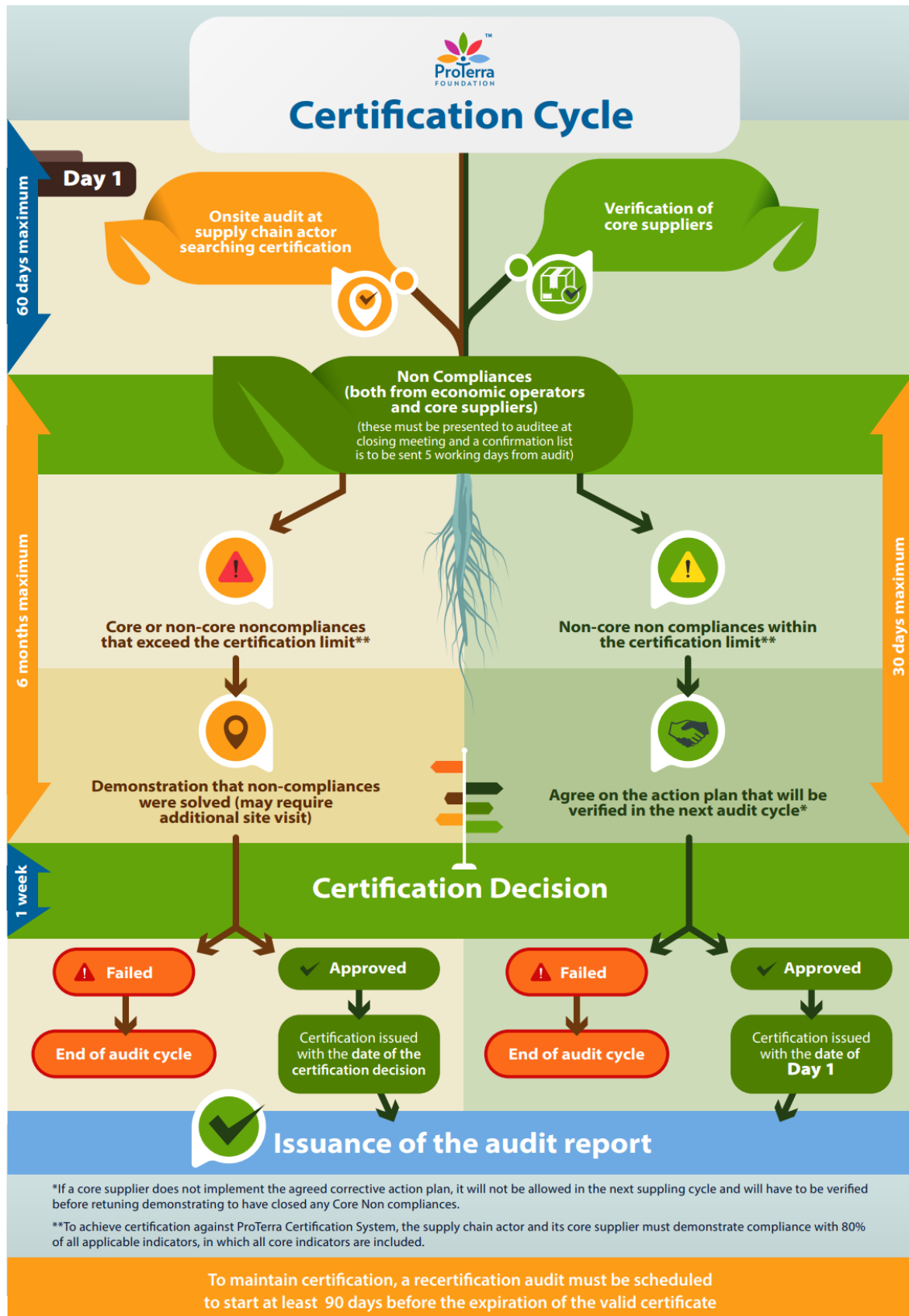
A multi-site is defined as a group of physically separated suppliers that operate under the same management system, have the equivalent operational procedures, a formal administrative relation and a central office or administration that controls overall activities.

The onsite audit shall include a representative sample of the group in terms of risks and always include the unit managing the group/central administration. The selection of the specific suppliers shall be documented and presented in the Audit Report. The minimum number may be increased if there are circumstances that make this reasonable in order to receive a representative sampling.

Table 2 Minimum sample size for group sampling (final numbers are always rounded upwards)

Less than 50 suppliers in the group	<p>Calculate a minimum of 20% of these suppliers. This number may be adjusted to the upper limit of 6 suppliers if a low risk exists. The risk approach shall be documented in the audit report to sustain such a decision. One additional supplier must be the unit managing the group/central administration</p> <p>In the case of supplying farms, all geographical regions should be covered and if necessary, additional farms must be considered up to the cap of 15 farms. Selection of the additional specific farms shall be documented and presented in the Audit Report.</p>
≥ 50	<p>The square root of the total number of suppliers.</p> <p>This number may be adjusted to the upper limit of 10 suppliers if a low risk exists. The risk approach shall be documented in the audit report to sustain such a decision. One additional supplier must be the unit managing the group/central administration.</p> <p>In the case of supplying farms, all geographical regions should be covered and if necessary, additional farms must be considered up to the cap of 25 farms. Selection of the additional specific farms shall be documented and presented in the Audit Report.</p>

APPENDIX 3– CERTIFICATION AUDIT CYCLE FIGURE



APPENDIX 4: VOLUME SHEETS

Company & Audit Details	
Guidance:	
Please fill out all information on this document in an accurate manner.	
Green fields are to be completed by the auditor , yellow fields are guidance, and grey fields will be calculated automatically.	
Please do not change the wording of this document , you can add extra rows where there is the need to record more data.	
Do not add extra tabs.	
For further information or questions please contact us at: info@proterrafoundation.org	
Company Details and Contact Information: Auditors are requested to fill out basic information from the audited site. Choose the applicable Level of Certification , fill out the Audit Scope in accordance with the Audit Report, and choose the applicable Chain of Custody Model .	
Please complete the next TAB - Volumes IP or Segregated or Volumes mas balance depending on the Chain of Custody model chosen.	
Note that the carry over of certified volumes is only possible if the company's certified status is continuous. In contrary cases, the carry over is not possible and the corresponding amount must be excluded from this balance sheet and from the certified volumes.	
Company Details	
Company Name	
Audited Site	
Address	
Country	
Postcode	
Contact Information	
Name of contact person	
E-mail	
Audit Information	
Auditors Name	
Audit Date (dd-mm-yy)	
Level of Certification	<input type="checkbox"/> Level I
	<input type="checkbox"/> Level II
	<input type="checkbox"/> Level III
Audit Scope	
Chain of Custody Model	IP / Segregated / Mass balance

Volumes documentation Segregated material

Guidance:

The input-output data is related to a specific time period, please fill out the **start date** and **end date (dd-mm-yy)**

The production area is to be recorded in **hectares (ha)**

Input and Output data is to be recorded in **metric tonnes (MT)**

Please complete all green cells below. Grey cells will automatically calculate. **All green cells must be completed** (please insert 0 value if applicable)

In case of processed products, please add the **conversation factor when inserting the Commodity**

Audited own production area (ha)	
Audited suppliers production area (ha)	
Estimated number of suppliers	
Supplier Audits	
Logistical Audits	
Industry Audits	

RAW MATERIAL - INPUT and OUTPUT (MT)		Start Date	End Date
Raw material:			
Total stock at start date	A		
Total volume purchased or received in period	B		
Total volume processed or sold in period	C		
Total stock at end date	D		
Total ProTerra certified material in (A+B)	E		-
Total ProTerra certified material out (C)	F		-
Difference (IE-F)	G		-

PROCESSED PRODUCTS - INPUT and OUTPUT (MT)		Start Date	End Date
Commodity 1:			
Total stock at start date	A		
Total volume produced or purchased in period	B		
Total volume sold in period	C		
Total stock at end date	D		
Total ProTerra certified material in (A+B)	E		-
Total ProTerra certified material out (C)	F		-
Difference (IE-F)	G		-

Commodity 2:		Input
Total stock at start date	A	
Total volume produced or purchased in period	B	
Total volume sold in period	C	
Total stock at end date	D	
Total ProTerra certified material in (A+B)	E	-
Total ProTerra certified material out (C)	F	-
Difference (IE-F)	G	-

Volumes documentation Mass balance
Guidance:

The input-output data is related to a specific time period, please fill out the **start date** and **end date (dd-mm-yy)**

The production area is to be recorded in **hectares (ha)**

Input and Output data is to be recorded in **metric tonnes (MT)**

Please complete all green cells below. Grey cells will automatically calculate. **All green cells must be completed** (please insert 0 value if applicable)

In case of processed products, please add the **conversation factor when inserting the Commodity**

Audited own production area (ha)	
Audited suppliers production area (ha)	
Estimated number of suppliers	
Supplier Audits	
Logistical Audits	
Industry Audits	

RAW MATERIAL - INPUT and OUTPUT (MT)		Start Date	End Date
Raw material 1:		01/01/2022	31/12/2022
Total stock at start date	A		
Out of which how many mt of ProTerra certified material	B		
Total volume purchased or received in period	C		
Out of which how many mt of ProTerra certified material	D		
Total volume processed or sold in period	E		
Out of which how many mt of ProTerra certified material	F		
Total stock at end date	G		
Out of which how many mt of ProTerra certified material	H		
Total ProTerra certified material in (B+D)	I		-
Total ProTerra certified material out (F)	J		-
Difference (I-J)	K		-

PROCESSED PRODUCTS - INPUT and OUTPUT (MT)		Start Date	End Date
Commodity 1:		01/01/2022	31/12/2022
Total stock at start date	A		
Out of which how many mt of ProTerra certified material	B		
Total volume produced or purchased in period	C		
Out of which how many mt of ProTerra certified material	D		
Total volume sold in period	E		
Out of which how many mt of ProTerra certified material	F		
Total stock at end date	G		
Out of which how many mt of ProTerra certified material	H		
Total ProTerra certified material in (B+D)	I		-
Total ProTerra certified material out (F)	J		-
Difference (I-J)	K		-

Commodity 2:		Input
Total stock at start date	A	
Out of which how many mt of ProTerra certified material	B	
Total volume produced or purchased in period	C	
Out of which how many mt of ProTerra certified material	D	
Total volume sold in period	E	
Out of which how many mt of ProTerra certified material	F	
Total stock at end date	G	
Out of which how many mt of ProTerra certified material	H	
Total ProTerra certified material in (B+D)	I	-
Total ProTerra certified material out (F)	J	-
Difference (I-J)	K	-

APPENDIX 5: PROTERRA ANNUAL CERTIFICATE TEMPLATE

Page 1 of 2

<p>Date(s) of audit < audit date ></p> <p>Re-audit due date < date ></p> <p>Certificate expiry date < date ></p>	<p>ProTerra Standard v4.1 / v5 For Social Responsibility and Environmental Sustainability < add version and date ></p> <p>This is to certify that < company name > < company address > < company address > < company address ></p> <p>Operates in conformance with the ProTerra Standard version < add version and date >, for Social Responsibility and Environmental Sustainability.</p> <p>Certification scope < <u>indicate</u> as applicable: Level I – Agricultural production/ Level II – Transport, Storage, Traders and Dealers / Level III – Industrial Processing ></p> <p>The traceability system used by the Economic Operator and covered by this certificate is <indicate as applicable: <i>Identity preservation/ Segregation/ or Mass balance</i>></p> <p>Total amount of product covered by this certificate < <i>indicate total amount/volume with measuring unit in the metric system</i>></p> <p>Commodity/product: <indicate agricultural commodity or product ></p> <p>Lot Number(s): < add ></p>
---	---

Certificate Number – < certificate number >

Issued by – CB details

This certificate remains the property of – CB details.

For any doubts regarding this certificate, please contact the issuing office.

CORE Suppliers that were verified as part of this certification audit (if applicable)

<company name >
<company name >
<company name >
<company name >

Authorised by: _____

NAME
Title



Certificate Number – < certificate number >

Issued by – CB details

This certificate remains the property of – CB details.

For any doubts regarding this certificate, please contact the issuing office.

APPENDIX 6: PROTERRA TRACEABILITY CERTIFICATE OF COMPLIANCE (TCC)

TEMPLATE

**PROTERRA STANDARD
TRACEABILITY CERTIFICATE OF COMPLIANCE**

CERTIFICATE NUMBER: EU ProTerra Certificate number:	DATE OF ISSUE: Date of Issue:
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CERTIFIED PRODUCT/COMMODITY:	
LOT NUMBER(S):	
QUANTITY THIS TCC REFERS TO:	
PCR REFERENCE/CERTIFICATION STATUS:	
DATE OF TRANSACTION:	
IDENTIFICATION OF CARRIER:	
INCOMING TCC NO.(S):	
Traceability system used by the Economic Operator and covered by this certificate:	

This certificate is valid for the specific transaction detailed above, between the Buyer and Seller named herein.

BUYER: <NAME>	SELLER: <NAME>
BUYER ADDRESS: <ADDRESS>	SELLER ADDRESS: <ADDRESS>
	CLIENT ID NUMBER: EU

This Certificate confirms that the commodity/product identified herein was produced in compliance with the requirement of the ProTerra Standard for Social Responsibility and Environmental Sustainability version <add>

This certificate is valid exclusively for the specific transaction detailed above.

-SIGNATURE of CB-



Issued by:	
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GUIDELINES FOR CERTIFICATION BODIES

ProTerra allows for the possibility of issuance of a Traceability Certificate of Compliance (TCC) for specific individual transactions of lots of ProTerra Certified commodities or products. Traceability Certificate of Compliances (TCC) are the primary means of maintaining the traceability information within the ProTerra documented chain of custody system.

TCCs must be issued by recognised certification bodies (CBs) and must comply with the following rules:

- 1) TCC should follow the template provided by the ProTerra Foundation. CB's logo must be added to the TCC.
- 2) TCCs must include at least the following set of information:
 - TCC ID number;
 - the corresponding ProTerra Certificate number;
 - a description of the certified product/commodity;
 - lot numbers assigned by the Economic Operators;
 - volume the TCC refers to;
 - the specific ProTerra Standard, its version and interpretation, as applicable;
 - PCR Reference, if applicable;
 - date of the transaction;
 - date of issuance of the TCC;
 - name and address of buyer and seller;
 - ID numbers of incoming TCCs, if applicable; and,
 - the type of chain of custody model (Mass Balance, Identity Preservation, Segregation) used by the economic operator.
- 3) TCCs must only be issued within the ProTerra certification's validity period. Issuance dates outside of this period will invalidate the TCC. The total sum of the volumes of different TCCs issued to a given economic operator is limited to the total contracted and certified value, noting that the total certified volume has to be consistent with the information of the volume balance spreadsheet (ProTerra Certification Protocol in force)
- 4) CB must have a system in place to control the volume of the TCCs it issues to a given economic operator ensuring that the certified volume is not exceeded.
- 5) Carryover of certified volumes, and the subsequent issuance of corresponding TCCs, is only possible if the company's certified status is continuous. In this situation, CB shall ensure that there is no double counting of certified material. In contrary cases, the carry-over is not possible, and the corresponding amount must be excluded from this balance sheet, from the certified volumes and subsequently, no TCCs can be issued for those volumes.
- 6) As part of the ProTerra Certification audit, the auditors must cross-check the information in the TCC with the information from the economic operators on-site on volumes, lot numbers, chain of custody model and associated internal controls, confirming that no double counting of certified material is taking place.
- 7) Where there is a GMO risk, depending on the chain of custody model adopted by the economic operator, information on GMO testing should be added to the TCC, using the evidence provided as a demonstration of compliance with ProTerra Principle 5 - No use of

Genetically Modified Organisms (GMOs). In the case of Mass Balance as CoC model, in line with indicator 10.2.1, the non-certified material shall be additionally tested for the absence of pesticides and GMOs and this test information should also be included in the TCCs.