

# ASC CoC Module: Public Consultation Summary & Proposal

Draft - March 2021



**Contact Information:**  
Aquaculture Stewardship Council  
Daalseplein 101, 3511 SX Utrecht  
The Netherlands



+31 30 239 31 10



[www.asc-aqua.org](http://www.asc-aqua.org)

Page left intentionally blank

## Table of Contents

<b>ASC Chain of Custody (CoC) Module - Consultation Summary .....</b>	<b>Error! Bookmark not defined.</b>
Project Objective .....	4
Purpose of consultation .....	4
Proposal .....	4
Consultation questions .....	5
Next steps .....	5
<b>Annex A - ASC Chain of Custody (CoC) Module.....</b>	<b>6</b>
PART A - Changes to requirements for organisations (additions to CoC Standard) ...	7
PART B - Changes to requirements for CABs (additions to CoC Certification Requirements).....	12
PART C - Changes to General Certification Requirements.....	17
PART D – Changes to Vocabulary .....	19
<b>Annex B - ASC CoC Module Requirements – Audit Activities (expected impact on CABs/ auditors).....</b>	<b>20</b>
<b>Annex C - ASC CoC Module – Company Requirements (expected impact on certificate holders).....</b>	<b>25</b>

# ASC Chain of Custody (CoC) Module – Consultation Summary

## Project Objective

The ASC CoC Module proposes new requirements for CoC certificate holders and certification bodies to improve supply chain integrity of ASC certified products. Currently, assurance behind the ASC logo is delivered via the Marine Stewardship Council (MSC)'s CoC certification programme; which is based on wild seafood and provides a strong foundation of assurance and integrity. As the programme grows, ASC is developing a new suite of assurance activities and tools to address emergent issues such as seafood fraud, food safety and use of substances such as antibiotics. Additional requirements are also needed partly due to inherent differences in producing farmed vs wild seafood, for example human-managed inputs and controlled environments. The new requirements aim to reflect global best practice and incorporate innovation through use of technology such as digital traceability and product authentication techniques. While timelines and governance steps differ between the organisations, ASC and MSC continue to collaborate on CoC certification and implementation will be aligned as much as possible.

The CoC Module supports ASC strategic priorities to strengthen and develop the ASC global standards and certification programme (Priority 1) and to promote ASC successfully with stakeholders (Priority 3).

## Purpose of consultation

The primary aim of this public consultation is to seek feedback on the impact, value and logistics of implementation of the proposed new requirements. The consultation also provides transparency on the development of ASC assurance approaches as part of best practices standards development.

Feedback is sought from:

- Existing and potential ASC CoC certificate holders (including those with MSC CoC),
- Certification bodies,
- Auditors,
- Other ASC programme stakeholders (e.g. NGOs, broader industry and retailers),
- Traceability and supply chain assurance experts.

## Proposal

The proposed ASC CoC Module requirements are detailed in Annex A and cover topics including:

- legal compliance of supply chain companies and ASC-labelled products,

- conformance of supply chain companies and ASC-labelled products with ASC requirements (e.g. farm standards and the Logo License Agreement when applicable),
- active avoidance and detection of seafood fraud (e.g. fraud vulnerability assessment),
- certification of supply chain companies against Global Food Safety Initiative-recognised schemes,
- introduction of key data element reporting, and
- defining criteria which make companies ineligible for ASC CoC certification (e.g. fraudulent or illegal activities, or when there is a reputational risk to ASC).

## Consultation questions

The consultation survey is available [here](#) including questions for CoC certificate holders and applicants, certification bodies and auditors as well as more general questions for all audiences.

## Next steps

Comments received through public consultation will be summarised and published. All comments will be evaluated by ASC. All comments are appreciated and will be given due consideration. Proposals will be revised and improved as appropriate. The revised requirements, reflecting input from consultation, will be submitted to the ASC Technical Advisory Group for approval in early 2022. Pending approval and any further revisions required, the ASC CoC Module final version will be released by the first quarter of 2022. The effective date will be six to twelve months after release (also subject to feedback received) to allow adequate time for certificate holders, certification bodies and other stakeholders to prepare for implementation.

Further updates on the development process can be found on the ASC website [here](#) and interested parties can subscribe to email updates on Chain of Custody [here](#).

## Annex A - ASC Chain of Custody (CoC) Module

### Draft scheme document

---

March 2021

#### **Guide to reading**

Excerpts in the module are existing content of the MSC CoC scheme documents: the CoC Standard v5.0, the CoC Certification Requirements v3.1, the General Certification Requirements v2.4.1 and the MSC-MSCI Vocabulary v1.2. The excerpts indicate where new proposed clauses would fit within existing MSC scheme documents.

Text in red indicates proposed new clause wording.

Text in blue green indicates proposed new guidance wording.

Text in green indicates proposed new vocabulary definitions.

## PART A - Changes to requirements for organisations (additions to CoC Standard)

### Eligibility for CoC Standard: Default Version

Any organisation may be certified against the CoC Default Standard. It is particularly suitable for:

- A single-site operation that only handles or trades certified products at one physical location, or
- A multi-site operation that handles or trades certified product in more than one physical location.

**[Add new proposed eligibility criterion:]** For ASC CoC certification, organisations whose activities include processing, contract processing, packing or repacking shall be certified by a [Global Food Safety Initiative \(GFSI\) recognized scheme](#) covering the scope of their supply chain activities throughout the entire time period of their ASC CoC certification.

**[Add new proposed guidance to above clause:]** All certified organisations, regardless of activities in scope, must maintain compliance with “relevant laws and regulations” related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations, including those related to food safety.

**[Add new proposed clause (related to above criterion):]** Organisations which are required to be certified by a GFSI-recognised scheme shall advise the CAB within 2 days if their GFSI-recognised certification becomes invalid.

**[Add new proposed eligibility criterion:]** Entities which pose a risk of damage to ASC integrity, good name, image and/or reputation, including applicants or certificate holders regardless of certificate standing, may be determined to be ineligible to participate in the ASC programme by ASC or the CAB.

## Principle 1 Certified products are purchased from certified suppliers

1.1 The organisation shall have a process in place to ensure that all certified products are purchased from certified suppliers, fisheries, or farms.

### Guidance 1.1

The organisation's process will need to include verifying that the party which they take legal ownership of the product from has the relevant valid certification. If buying direct from another supplier, this will be a valid CoC certificate. If buying direct from a fishery or a farm, the process needs to include:

- Verifying that the fishery or farm has a valid fishery or farm certificate
- Checking the fishery assessment or farm audit report and, if the report specifies that the fishery or farm is required to have CoC certification, verifying that the fishery or farm also has a valid CoC certificate.

Where products are not purchased (e.g. for fisheries or farms that harvest directly) this clause will not apply.

The certified status of MSC supply chain organisations and fisheries can be verified on the MSC website ([msc.org](http://msc.org)), and ASC supply chain organisations and farms on the ASC website ([asc-aqua.org](http://asc-aqua.org)). These websites are more accurate than relying on paper certificates, which may be cancelled, suspended or withdrawn before expiring.

**[Add new proposed clause after 1.1:]** Organisations that buy directly from ASC farms, including when a new farm supplier is added, shall check the starting point of CoC and confirm there is no gap in CoC certification coverage between the point where the farm certification ends and their point of purchase as first buyer in the supply chain.

**[Add new proposed guidance to above clause:]** Refer also to CoC Standard Guidance 1.1. The starting point of CoC is defined in the farm audit report and is stated on the farm certificate. For example, if the farm (or farm CoC) certificate ends at offloading at the dock, the first buyer's CoC certificate must cover from the dock onwards. Similarly, if the farm (or farm CoC) certificate ends at the farm gate, the first buyer's CoC certificate must begin at the farm gate.

**[Add new proposed clause after 1.1, following above new clause:]** If such a gap is identified and left unaddressed, the certified chain of custody is broken and the organisation shall not sell affected products as certified.

**[Add new proposed guidance to above clause:]** The gap can be addressed by ensuring it is covered by CoC certification. It can be included in the scope of the organisation's CoC certificate or within the scope of another certificate holder (CoC or farm if appropriate).



## Principle 4 Certified products are traceable and volumes are recorded

4.4 The organisation shall maintain records that allow volume calculation of certified product.

**[Add new proposed clause after 4.4:]** The organisation shall submit to ASC the data requested at the frequency and in the format specified by ASC.

**[Add new proposed guidance to above clause:]** Data required to be submitted would include purchase and sales volumes, species, buyers and suppliers. It may cover consumer-facing and non-consumer facing products, and certified and non-certified products.

### Guidance 4.4

4.4 applies to any product identified as certified or eligible to be sold with the certified trademarks. If seafood is purchased as certified but then converted to a non-certified status (and will never be sold as certified), then records would only need to show the volumes of product that were converted to a non-certified status. Further volume records (e.g. for subsequent processing of non-certified items) do not need to be maintained.

All records should be maintained for 3 years as per 5.1.3.

**[Propose to elevate existing guidance 4.4 to new clause (becomes required, rather than guidance):]** If seafood is purchased as ASC certified but then converted to a non-certified status (and will never be sold as certified), the organisation shall provide access to records of such converted products as needed for investigations.

**[Add proposed new guidance to above clause:]** Access to such records may need to be provided to ASC, the CAB or the accreditation body.

## 5.4 Non-conforming product

5.4.1 The organisation shall have a process for managing non-conforming product that includes the following requirements:

**[Add new proposed clause after 5.4.1:]** If products are non-conforming, the non-conforming product requirements shall be followed.

## 5.5 Requests for traceability and supply chain assurance

### Guidance 5.5

Designated agents may include representatives from other scheme owners such as the ASC or from the MSC's accreditation body.

5.5.2 The organisation shall allow the MSC, its designated agents, or the CAB, to collect samples of certified products from their site for the purposes of DNA and/or other product authentication or conformity testing.

**[Replace *clause 5.5.2* with proposed amended clause:]** The organisation shall allow MSC or its designated agents, ASC or its designated agents, the CAB and/ or the accreditation body to collect samples of certified and non-certified seafood or other substances for the purposes of product authentication testing or verification of conformity and/ or compliance.

**[Add new proposed principle:]** **The organisation is committed to avoiding fraud**

**[Add new proposed clause under new ‘fraud principle’:]** The organisation shall maintain a fraud vulnerability assessment procedure that covers farmed seafood products and an up-to-date intervention plan.

**[Add new proposed guidance to above clause:]** The Fraud Vulnerability Assessment (FVA) procedure and intervention plan may be the same as required by the GFSI-recognised food safety scheme that the organisation is certified with, provided it covers farmed seafood products. Refer to [GFSI Food Fraud Technical Document](#). For an example of a tool that can be used for FVA (plus other resources), refer to [SSAFE Food Fraud Vulnerability Assessment](#), [USP Food Fraud Mitigation Guidance](#) or others. The intervention plan should identify controls and/or interventions needed to reduce vulnerabilities identified, and how these measures will be implemented. Other tools or guides may be used, provided they cover equivalent content and depth.

The assessment can be done at the appropriate timing for the organisation as part of the normal internal management cycle, provided it is completed at least once per year. The intervention plan can follow the same cycle, provided it is up to date in reflecting the latest risks/actual cases the organisation faces and is able to effectively address relevant risks of fraud.

**[Add new proposed clause under new ‘fraud principle’, following above new clause:]** The organisation shall declare any ongoing or concluded court cases related to the scope of the CoC Standard that have occurred in the previous 24 months.

**[Add new proposed clause under new ‘fraud principle’, following above new clause:]** The organisation shall implement an effective documented procedure to advise the CAB within 2 days if a court case or serious allegation related to the scope of the CoC Standard arises.

**[Add new proposed principle:]** **The certified (or applicant) organisation and certified products are compliant and conforming**

**[Add new proposed clause under new ‘compliant organisation and products principle’:]** The certified (or applicant) organisation must be compliant with all relevant applicable laws and regulations, and conform with ASC standards and requirements.

**[Add new proposed guidance to above clause:]** “Relevant laws and regulations” are those related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations. “ASC requirements” includes the Logo License Agreement, when applicable.

**[Add new proposed clause under new ‘compliant organisation and products principle’, following above new clause:]** The organisation shall implement an effective documented procedure to inform their CAB within 2 days of becoming aware that they are not compliant or in conformance with any relevant applicable laws, regulations, ASC standards and/ or requirements.

**[Add new proposed guidance to above clause:]** “Relevant laws and regulations” are those related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations.

**[Add new proposed clause under new ‘compliant organisation and products principle’, following above new clause:]** ASC certified products must be compliant with all relevant applicable laws and regulations, and conform with ASC standards and requirements.

**[Add new proposed guidance to above clause:]** The organisation is responsible for compliance and conformity of their certified products at all times while such products are under their ownership. “Relevant laws and regulations” are those related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations. “ASC requirements” includes the Logo License Agreement, when applicable.

**[Add new proposed clause under new ‘compliant organisation and products principle’, following above new clause:]** The organisation shall implement an effective system to ensure product conformance with specifications in the relevant ASC standard(s) at all times while the products are under its ownership.

**[Add new proposed guidance to above clause:]** For example, this could include product testing, quality checks of incoming and outgoing product and/ or during handling and processing, risk assessment, due diligence etc. “Specifications” refers to product-specific requirements in applicable ASC farm standards. For example, this could include presence and/or level of antibiotics.

## PART B - Changes to requirements for CABs (additions to CoC Certification Requirements)

### 5.1 Personnel

5.1.1 The CAB shall ensure that:

- b. CoC auditors audit an individual client for a maximum of 6 consecutive years and appoint an alternative auditor in the seventh year.

#### Guidance 5.1.1.b

After the sixth consecutive year of auditing a client, the auditor must wait at least 1 year or audit before auditing the same client again.

The 6 years are calculated from the first date the client was audited by the same auditor even if this date is before the publication date of the current CoCCR.

The 6 years also apply if the client is on an 18-month surveillance frequency, and, therefore, only 3 audits took place within 6 years.

**[Replace clause 5.1.1(b) with proposed amended clause:]** For ASC CoC audits, the CAB shall ensure a rotation of auditors after three consecutive audits of an organisation by the same auditor.

**[Replace guidance 5.1.1(b) with proposed amended guidance:]** After the third consecutive year of auditing a client, the auditor must wait at least one year or one audit before auditing the same organisation again.

### 6.2 Certification options

#### Ineligibility for certification

6.2.8 The CAB shall check if applicants for CoC certification:

**[Add new proposed sub-clause within 6.2.8:]** ...pose a risk of damage to ASC integrity, good name, image and/or reputation, including applicants or certificate holders regardless of certificate standing. The CAB may refuse the certification of such entities.

**[Add new proposed guidance to above sub-clause:]** Relevant information may come from ASC, the CAB or other parties. If CABs are in doubt of whether an organisation should be certified, they should err on the side of caution and refuse certification until credible evidence demonstrates the organisation's conformance with ASC requirements.

**[Add new proposed clause after 6.2.8, following above new clause:]** The CAB shall refuse the certification of companies which meet any of the ineligibility criteria defined by ASC.

**[Add new proposed guidance to above clause:]** "Refusal of certification" includes applicants, or suspension and/or withdrawal of existing certificates. Companies may be ineligible for ASC CoC certification due to fraudulent or illegal activities such as seafood fraud. Other ineligibility criteria may include history of repeated or systematic non-conformities, using forged documents or if the organisation is deemed to create a reputational risk to ASC. Companies

may become eligible for certification again after 24 months provided there is sufficient evidence of an adequate root cause analysis and proven effective implementation of corrective actions.

## 6.3 Application and scope extension

- 6.3.1 Having established the recommended option for CoC certification and confirmed the applicant's eligibility to proceed with certification, the CAB shall request information from the applicant to determine:

**[Add new proposed clause after 6.3.1:]** Upon receipt of application for CoC certification, the CAB shall require the organisation to declare any ongoing or concluded court cases related to the scope of the CoC Standard that have occurred in the previous 24 months.

**[Add new proposed clause after 6.3.1, following above new clause:]** The CAB shall inform certificate holders (and applicants) that they must implement an effective documented procedure to advise the CAB within 2 days if a court case or serious allegation related to the scope of the CoC Standard arises.

### Proposed suppliers

- 6.3.3 The CAB shall identify whether the applicant's proposed suppliers are certified.

- 6.3.3.1 If the applicant has listed suppliers that are not certified, the CAB shall inform the client that suppliers need to be certified before the applicant can identify or label any products from the supplier as certified or with trademarks.

**[Add new proposed clause after 6.3.3.1:]** If a certificate holder (or applicant) buys directly from ASC farms (as determined in clause 6.3.1(b)), the CAB shall check the starting point of CoC and confirm there is no gap in CoC certification coverage between the farm and the first CoC certificate holder.

**[Add new proposed guidance to above clause:]** The starting point of CoC is defined in the farm audit report and is stated on the farm certificate.

**[Add new proposed clause after 6.3.3.1, following above new clause:]** If such a gap is identified, the CAB must determine that affected product(s) shall not be sold as certified until the gap is covered and CoC certification coverage is continuous.

## 7 Audit planning

### 7.1 Requirements for all CoC clients

**[Add new proposed clause after 7.1:]** The CAB shall enter dates of upcoming CoC audits in the ASC database 30 days in advance of the audit, including unannounced audits, or within 2 days of when the audit date is confirmed if it is less than 30 days in advance.

7.1.7 The CAB shall verify if the client holds other accredited certifications issued by an accredited CAB to a relevant nationally- or internationally-recognised standard.

**[Add new proposed clause after 7.1.7:]** Prior to each audit, the auditor shall confirm that organisations whose activities include processing, contract processing, packing or repacking are certified by a Global Food Safety Initiative (GFSI) recognised scheme covering the scope of their supply chain activities throughout the entire time period of their ASC CoC certification.

## 8.2 Evaluation for single, multi-site, and group CoC audits

Following 8.2.9 – 8.2.13 Record-verification exercises ,

8.2.14 – 8.2.15 Verifying compliance with specific requirements on forced and child labour

8.2.16 – 8.2.17 Verifying use of the ecolabel, logo, or other trademarks

**[Add new proposed clause after 8.2.17:]** Verifying actions to avoid seafood fraud

The CAB shall confirm the organisation has a fraud vulnerability assessment procedure addressing farmed seafood and an up-to-date intervention plan.

**[Add new proposed guidance to above clause:]** Auditors are expected to confirm the fraud vulnerability assessment has been fully completed, is up to date and that results are consistent with their knowledge of the organisation from the audit process and from basic internet research to gather relevant information, such as regarding company structure and policies, key individuals, media articles, criminal offences and court cases (ongoing or concluded). Information may be gathered or requested in advance of the audit. Evidence of the auditor's findings and conclusions are to be provided in the audit report. Auditors can refer to GFSI guidance on auditing FVA and intervention plans here <https://mygfsi.com/wp-content/uploads/2019/09/Food-Fraud-GFSI-Technical-Document.pdf>.

**[Add new proposed clause after 8.3.17, to apply to CFO audits:]** Same wording as above new clause.

**[Add new proposed guidance to above clause:]** Same wording as above new guidance to above clause.

## 11.2 Changes to the certificate

11.2.2 The CAB shall inform the client that for any changes to scope, suppliers, subcontractors, product certified to another certification scheme, or contact details, the client should notify the CAB as detailed in the relevant CoC Standard.

**[Add new proposed clause after 11.2.2:]** When a new supplier is added that is an ASC farm (or farms), [two new clauses above after 6.3.3.1] apply.  
(Replace text in brackets with new clause numbers, once available).

11.2.5 On receiving a request for an extension to scope that includes new activities, or the first scope extension to handle products certified to recognised certification schemes that share the CoC Standard, the CAB shall:

e. Decide whether an on-site audit is required before the scope can be extended and record the rationale for this decision.

**[Add new proposed guidance:]** The first audit against the ASC CoC Module requirements can be treated as a scope extension to existing ASC CoC certificates.

## 11.3 Surveillance frequency, additional audits and non-conformities

11.3.2 The CAB shall carry out unannounced, on-site surveillance audits at a minimum of 1 or 1%, whichever is greater, of all their clients each year.

11.3.2.1 The CAB shall prioritise clients that have been identified as high risk for product substitution by the MSC, the MSC's accreditation body, or through receipt of a complaint.

11.3.2.2 If the CAB has not had any clients identified as high risk due to information received by the MSC or the MSC's accreditation body, or a complaint, then the CAB may use their own risk assessment to select clients, or choose randomly.

**[Replace clause 11.3.2 with proposed amended clause:]** The CAB shall carry out unannounced, on-site surveillance audits at a minimum of 1 or 1%, whichever is greater for MSC scope, and 10% for ASC scope, of all their clients each year.

**[Add new proposed clause after 11.3.2.2:]** ASC certificate holders shall be selected for unannounced audits on a risk basis as provided by ASC (ASC to develop further).

**[Add new proposed clause after 11.3.2.2, following above clause:]** For ASC CoC, product sampling for testing shall take place during unannounced audits.

## 11.3 Surveillance frequency, additional audits and non-conformities

11.3.9 Where the CAB receives information outside of an initial, surveillance, or re-certification audit that they judge to be credible evidence of a client's non-conformity with the CoC Standard, the CAB shall raise a non-conformity and classify it as per 9.2-4.

### Guidance 11.3.9

This may be the result of the MSC or its designated agents raising a request for action as per 11.3.8.

**[Replace clause 11.3.9 with proposed amended clause:]** Where the CAB becomes aware of information at any point during the certificate cycle that they judge to be credible evidence of a client’s non-conformity or non-compliance, in a timely manner the CAB shall raise a non-conformity and classify it as per 9.2-4, or take a certification decision relative to the nature of the non-conformance or non-compliance.

**[Add new proposed guidance to existing Guidance 11.3.9:]** The CAB must take action on “credible evidence” regardless of source and regardless of action or inaction of other parties. “Timely manner” means without delay.

**[Add new proposed clause after 11.3.9:]** If the CAB becomes aware of a court case or serious allegation related to the scope of the CoC Standard, they shall investigate the matter and take appropriate response action in a timely manner.

**[Add new proposed guidance to above clause:]** Appropriate response action may include refusal of certification, issuing non-conformities or suspension or withdrawal of the certificate, depending on the seriousness of the issue and the evidence available.

**[Add new proposed clause after 11.3.9, following above new clause:]** If the CAB becomes aware that requirements of the LLA are not met, they shall issue a non-conformity and notify ASC within 5 days.

**[Add new proposed clause after 11.3.9, following above new clause:]** The CAB shall comply with any request from ASC to collect certified and non-certified seafood or other substances for the purposes of product authentication testing or verification of conformity and/ or compliance.



## PART C - Changes to General Certification Requirements

### Contract with CoC clients

4.8.6 The CAB's contract with CoC clients shall specify the following:

- f. The client agrees to allow samples of seafood to be taken from their operation by the MSC or its designated agents, or the CAB, when requested for the purposes of product authentication or conformity testing.

**[Replace clause 4.8.6(f) with proposed amended clause:]** The client agrees to allow samples of certified and non-certified seafood or other substances to be taken from their operation by MSC or its designated agents, ASC or its designated agents, the CAB and/ or the accreditation body for the purposes of product authentication testing or verification of conformity and/ or compliance.

**[Add new proposed clause after 4.8.6(f):]** The CAB is required to refuse the certification of companies which meet any of the ineligibility criteria defined by ASC.

**[Add new proposed guidance to above clause:]** "Refusal of certification" includes applicants, or suspension and/or withdrawal of existing certificates. Companies may be ineligible for ASC CoC certification due to fraudulent or illegal activities such as seafood fraud. Other ineligibility criteria may include history of repeated or systematic non-conformities, using forged documents or if the organisation is deemed to create a reputational risk to ASC. Companies may become eligible for certification again after 24 months provided there is sufficient evidence of an adequate root cause analysis and proven effective implementation of corrective actions.

**[Add new proposed clause after 4.8.6(f), following above new clause:]** The client is required to submit to ASC the data requested at the frequency and in the format specified by ASC.

### CoC certificate suspension

7.4.9 The CAB shall suspend a CoC certificate if any of the following occur:

- i. MSCI has withdrawn a certificate holder's licence or other agreement to use the trademarks, and following that, the certificate holder does not comply with MSCI instruction within stated timeframes.

**[Add new proposed sub-clause within 7.4.9:]** The ASC Logo License Agreement has been suspended or terminated as a result of compliance issues as notified by ASC, unless there is credible evidence demonstrating that suspension of the CoC certificate is not warranted. When applicable, the CoC certificate shall be suspended within 2 days of the LLA suspension or termination.

**[Add new proposed sub-clause within 7.4.9, following above new clause:]** The CAB or ASC determines the organisation poses a risk of damage to ASC integrity, good name, image and/or reputation, or if the organisation meets any of the ineligibility criteria defined by ASC.

**[Add new proposed sub-clause *within 7.4.9, following above new clause:*]** If the organisation is required to have a GFSI-recognised certification, and the GFSI-recognised certification becomes invalid at any time during the period of CoC certification.

**[Add new proposed clause *after 7.4.9:*]** If the ASC Logo License Agreement has been suspended or terminated due to repeated administrative issues, the CAB may suspend the CoC certificate.

**[Add new proposed clause *after 7.4.9, following above new clause:*]** If there are issues of CoC certificate holder compliance warranting suspension of the CoC certificate, CoC certificate suspension shall result directly from those issues.

**[Add proposed new guidance *to above clause:*]** The reason for CoC suspension must be related to the primary issues of non-compliance. [The first new proposed sub-clause within 7.4.9 above] should not be used as a reason for suspension when direct CoC compliance issues apply. For example, if a certificate holder has sold non-certified product as certified, and their LLA is suspended, the reason for CoC suspension shall be the former, not the latter. *(Replace text in brackets with new clause numbers, once available).*

## PART D – Changes to Vocabulary

**[Add new proposed definition:] ASC certified product:**

Product(s) that originate from one or more ASC certified farms, and are compliant and in conformance with relevant applicable laws, regulations, ASC standard(s) and requirements, and are identified as certified.

**[Add new proposed definition:]** For ASC CoC, **non-conforming products** are products that:

- are identified as certified but are not proven to be from an ASC certified farm or farms, or
- are not compliant with relevant applicable laws and regulations, or
- do not conform with ASC standard(s) and requirements.

Non-conforming products are considered non-certified and shall not be sold as certified. Non-conforming products are not consistent with the ASC CoC certification and are not allowed.

**[Add new proposed definition:] Compliant:**

Consistent with mandatory laws and regulations.

**[Add new proposed definition:] Conformance:**

Consistent with voluntary standards and associated requirements.

**[Add new proposed definition:] Scope of the CoC Standard:**

Refers to the boundaries of the topics addressed by the CoC Standard. For a topic to be considered in scope, there must be at least one clause in the CoC Standard related to the topic. For example, topics within scope are product labelling (2.3, 2.4), seafood fraud (3.1, 5.4), traceability (Principle 4), forced and child labour (5.7), and food safety (eligibility), while environmental and social topics are out of scope.

**[Add new proposed definition:] Seafood fraud:**

Seafood fraud is the deliberate misrepresentation of seafood products (or ingredients), for financial or economic gain, with the intention of deceiving the customer. There are many different types of seafood fraud that can take place at multiple points along the supply chain, both domestically and internationally.

Examples include - substitution (of species, of non-certified for certified, etc), volume inflation, intentional mislabeling of products and/ or ingredients, provenance misrepresentation, misbranding, false marketing, counterfeiting, falsifying documents, unapproved enhancements, undeclared use of food additives such as water-binding agents to deceptively increase product weight, adding water or ice to deceptively increase weight, illegal use of food additives to enhance visual quality, inclusion of substances that are not consistent with claims (such as non-GMO, feed ingredients), or others.

## Annex B. ASC CoC Module Requirements – Audit Activities (expected impact on CABs/ auditors)

**Note:** completion of each requirement and outcome at the audit must be recorded in the audit checklist.

	Proposed Certification Requirement (for CABs/ auditors)	Potential audit activity	Expected level of impact
1	<p><b>[Clause:]</b> For ASC CoC audits, the CAB shall ensure a rotation of auditors after three consecutive audits of an organisation by the same auditor.</p> <p><b>[Guidance:]</b> After the third consecutive year of auditing a client, the auditor must wait at least one year or one audit before auditing the same organisation again.</p>	No effect on audit activity	Low
2	<p><b>[Clause:]</b> The CAB may refuse the certification of such entities which pose a risk of damage to ASC integrity, good name, image and/or reputation, including applicants or certificate holders regardless of certificate standing.</p> <p><b>[Guidance:]</b> Relevant information may come from ASC, the CAB or other parties. If the CAB is in doubt of whether an organisation should be certified, they should err on the side of caution and refuse certification until credible evidence demonstrates the organisation’s conformance with ASC requirements.</p>	No activity, unless the CAB has received relevant information, in which case the CAB may refuse (or suspend) certification if they consider it warranted	Low
3	<p><b>[Clause:]</b> The CAB shall refuse the certification of companies which meet any of the ineligibility criteria defined by ASC.</p> <p><b>[Guidance:]</b> “Refusal of certification” includes suspension and/or withdrawal of existing certificates. Companies may be ineligible for ASC CoC certification due to fraudulent or illegal activities such as seafood fraud. Other ineligibility criteria may include history of repeated or systematic non-conformities, using forged documents or if the organisation is deemed to create a reputational risk to ASC. Companies may become eligible for certification again after 24 months provided there is sufficient evidence of an adequate root cause analysis and proven effective implementation of corrective actions.</p>	Check ASC list of ineligibility criteria (link to be provided in checklist). ASC will notify CAB when a company is considered to meet any criteria	Low

4	<b>[Clause:]</b> Upon receipt of application for CoC certification, the CAB shall require the organisation to declare any ongoing or concluded court cases related to the scope of the CoC Standard that have occurred in the previous 24 months.	Require declaration	Low
5	<b>[Clause:]</b> The CAB shall inform certificate holders (and applicants) that they must implement an effective documented procedure to advise the CAB within 2 days if a court case or serious allegation related to the scope of the CoC Standard arises.	Inform company of requirement	Low
6	<p><b>[Clause:]</b> If a certificate holder (or applicant) buys directly from ASC farms (as determined in clause 6.3.1(b)), the CAB shall check the starting point of CoC and confirm there is no gap in CoC certification coverage between the farm and the first CoC certificate holder.</p> <p><b>[Guidance:]</b> The starting point of CoC is defined in the farm audit report and is stated on the farm certificate.</p> <p><b>[Clause:]</b> If such a gap is identified, the CAB must determine that affected product(s) shall not be sold as certified until the gap is covered and CoC certification coverage is continuous.</p>	<p>No activity if the company does not buy directly from a farm.</p> <p>If the company buys directly from a farm, check the specified section of the farm audit report and farm certificate. If a gap in CoC is identified, it must be covered in the scope of the client's CoC certificate or by another certificate</p>	Medium
7	<b>[Clause:]</b> The CAB shall enter dates of upcoming CoC audits in the ASC database 30 days in advance of the audit, including unannounced audits, or within 2 days of when the audit date is confirmed if it is less than 30 days in advance.	<p>No activity at audit.</p> <p>Audit date added to database 30 days in advance of audit</p>	Medium
8	<b>[Clause:]</b> Prior to each audit, the auditor shall confirm that organisations whose activities include processing, contract processing, packing or repacking are certified by a <u>Global Food Safety Initiative (GFSI) recognised scheme</u> covering the scope of their supply chain activities throughout the entire time period of their ASC CoC certification.	Check organisation's certificate against GFSI scheme is valid. View certificate, check validity dates, confirm directly with scheme owner if any doubts	Low
9	<b>[Clause:]</b> The CAB shall confirm the organisation has a fraud vulnerability assessment procedure addressing farmed seafood and an up-to-date intervention plan.	Review assessment and intervention plan for completeness. Determine if relevant risks have been	Medium - High

	<p><b>[Guidance:]</b> Auditors are expected to confirm the fraud vulnerability assessment has been fully completed, is up to date and that results are consistent with their knowledge of the organisation from the audit process and from basic internet research to gather relevant information, such as regarding company structure and policies, key individuals, media articles, criminal offences and court cases (ongoing or concluded). Information may be gathered or requested in advance of the audit. Evidence of the auditor’s findings and conclusions are to be provided in the audit report. Auditors can refer to GFSI guidance on auditing FVA and intervention plans <a href="#">here</a>.</p>	<p>identified and intervention measures provided would address the risks, based on auditor’s knowledge of the company</p>	
10	<p><b>[Clause:]</b> The CAB shall carry out unannounced, on-site surveillance audits at a minimum of 1 or 1%, whichever is greater for MSC scope, and 10% for ASC scope, of all their clients each year.</p> <p><b>[Clause:]</b> ASC certificate holders shall be selected for unannounced audits on a risk basis as provided by ASC (<i>ASC to develop further</i>).</p> <p><b>[Clause:]</b> For ASC CoC, product sampling for testing shall take place during unannounced audits.</p>	<p>Normal audit activities for unannounced audits, with addition of taking a sample</p>	Medium
11	<p><b>[Clause:]</b> Where the CAB becomes aware of information at any point during the certificate cycle that they judge to be credible evidence of a client’s non-conformity or non-compliance, in a timely manner the CAB shall raise a non-conformity and classify it as per 9.2-4, or take a certification decision relative to the nature of the non-conformance or non-compliance.</p> <p><b>[Guidance:]</b> The CAB must take action on “credible evidence” regardless of source and regardless of action or inaction of other parties. “Timely manner” means without delay.</p>	<p>No activity, unless the CAB has received relevant information, in which case the CAB should respond per existing requirements</p>	Low
12	<p><b>[Clause:]</b> If the CAB becomes aware of a court case or serious allegation related to the scope of the CoC Standard, they shall investigate the matter and take appropriate response action in a timely manner.</p> <p><b>[Guidance:]</b> Appropriate response action may include refusal of certification, issuing non-conformities or suspension or withdrawal of the certificate, depending on the seriousness of the issue and the evidence available.</p>	<p>Investigate court cases or allegations if they arise, determine if ASC requirements have been breached, implement response action</p>	Medium – High (rare cases only)

13	<p><b>[Clause:]</b> If the CAB becomes aware that requirements of the LLA are not met, they shall issue a non-conformity and notify ASC within 5 days.</p>	<p>No activity, unless the CAB has received relevant information, in which case the auditor shall issue a NC and notify ASC</p>	<p>Low</p>
14	<p><b>[Clause:]</b> The CAB shall comply with any request from ASC to collect certified and non-certified seafood or other substances for the purposes of product authentication testing or verification of conformity and/ or compliance.</p>	<p>No activity, unless requested by ASC in which case the auditor shall collect the sample requested</p>	<p>Medium</p>
15	<p><b>[Clause:]</b> The CAB's contract with clients shall specify the following (<i>additions</i>):</p> <ul style="list-style-type: none"> <li>• The CAB is required to refuse the certification of companies which meet any of the ineligibility criteria defined by ASC, including suspension and/ or withdrawal of existing certificates.</li> <li>• The client is required to submit to ASC the data requested at the frequency and in the format specified by ASC.</li> <li>• The client agrees to allow samples of certified and non-certified seafood or other substances to be taken from their operation by MSC or its designated agents, ASC or its designated agents, the CAB and/ or the accreditation body for the purposes of product authentication testing or verification of conformity and/ or compliance.</li> </ul>	<p>CAB-client contracts need to be amended accordingly</p>	<p>Low - Medium</p>
16	<p><b>[Clause:]</b> <i>“The CAB shall suspend a CoC certificate if any of the following occur.”</i> The ASC Logo License Agreement has been suspended or terminated as a result of compliance issues as notified by ASC, unless there is credible evidence demonstrating that suspension of the CoC certificate is not warranted. When applicable, the CoC certificate shall be suspended within 2 days of the LLA suspension or termination.</p> <p><b>[Clause:]</b> If the ASC Logo License Agreement has been suspended or terminated due to repeated administrative issues, the CAB may suspend the CoC certificate.</p> <p><b>[Clause:]</b> If there are issues of CoC certificate holder compliance warranting suspension of the CoC certificate, CoC certificate suspension shall result directly from those issues.</p>	<p>No activity, unless the LLA has been suspended or terminated due to a compliance issue, in which case the CAB shall suspend the CoC certificate within 2 days</p>	<p>Low</p>

	<p><b>[Guidance:]</b> The reason for CoC suspension must be related to the primary issues of non-compliance. 7.4.9(i)(a) should not be used as a reason for suspension when direct CoC compliance issues apply. For example, if a certificate holder has sold non-certified product as certified, and their LLA is suspended, the reason for CoC suspension shall be the former, not the latter.</p>		
17	<p><b>[Clause:]</b> The CoC certificate shall be suspended if the organisation is required to have a GFSI-recognised certification, and the GFSI-recognised certification becomes invalid at any time during the period of CoC certification.</p>	<p>Suspend CoC certificate if in Point 8 above, the CAB determines GFSI-recognised scheme certification was invalid at any time during the certification period</p>	Low
18	<p><b>[Clause:]</b> The CoC certificate shall be suspended if the CAB or ASC determines the organisation poses a risk of damage to ASC integrity, good name, image and/or reputation, or if the organisation meets any of the ineligibility criteria defined by ASC.</p>	<p>Suspend CoC certificate if Points 2 or 3 above apply</p>	Low



## Annex C. ASC CoC Module – Company Requirements (expected impact on certificate holders)

**Note:** Level of impact refers to degree of action required by companies, not significance of impact on their certification status. For example, declaring a court case does not require much effort (“low”), but could result in suspension.

	Proposed requirements for supply chain companies (certificate holders/ CHs)	Company action needed	Expected level of impact
1	<p><b>[Clause:]</b> For ASC CoC certification, organisations whose activities include processing, contract processing, packing or repacking shall be certified by a <u>Global Food Safety Initiative (GFSI) recognized scheme</u> covering the scope of their supply chain activities throughout the entire time period of their ASC CoC certification.</p> <p><b>[Guidance:]</b> All certified organisations, regardless of activities in scope, must maintain compliance with “relevant laws and regulations” related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations, including those related to food safety.</p>	Need to become certified by a GFSI-recognised scheme (BRC, IFS, SQF, FSSC22000, GAA), if they are not already	None – High; ~66% already have GFSI-recognised certification, ~33% or less will need to get it (depending on activity in scope) <sup>1</sup>
2	<p><b>[Clause:]</b> Organisations which are required to be certified by a GFSI-recognised scheme shall advise the CAB within 2 days if their GFSI-recognised certification becomes invalid.</p>	No action unless GFSI-recognised certification becomes invalid, in which case notify CAB	Low
3	<p><b>[Clause:]</b> Entities which pose a risk of damage to ASC integrity, good name, image and/or reputation, including applicants or certificate holders regardless of certificate standing, may be determined to be ineligible to participate in the ASC programme by ASC or the CAB.</p>	None	None
4	<p><b>[Clause:]</b> Organisations that buy directly from ASC farms, including when a new farm supplier is added, shall check the starting point of CoC and confirm there is no gap in CoC certification coverage between the point where the farm</p>	No activity if the company does not buy directly from a farm.	None - Medium

<sup>1</sup> This estimate is based on a review of a sample of CoC certificate holders. Based on the sample, 33% or less would require GFSI-recognised certification, depending if they have the applicable activities of processing, contract processing, or packing/ repacking in scope.

	<p>certification ends and their point of purchase as first buyer in the supply chain.</p> <p><b>[Guidance:]</b> Refer also to CoC Standard Guidance 1.1. The starting point of CoC is defined in the farm audit report and is stated on the farm certificate. For example, if the farm (or farm CoC) certificate ends at offloading at the dock, the first buyer's CoC certificate must cover from the dock onwards. Similarly, if the farm (or farm CoC) certificate ends at the farm gate, the first buyer's CoC certificate must begin at the farm gate.</p> <p><b>[Clause:]</b> If such a gap is identified and left unaddressed, the certified chain of custody is broken and the organisation shall not sell affected products as certified.</p> <p><b>[Guidance:]</b> The gap can be addressed by ensuring it is covered by CoC certification. It can be included in the scope of the organisation's CoC certificate or within the scope of another certificate holder (CoC or farm if appropriate).</p>	<p>If the company buys directly from a farm, check the specified section of the farm audit report and farm certificate. If a gap in CoC is identified, it must be covered in the scope of the client's CoC certificate or by another certificate</p>	
5	<p><b>[Clause:]</b> The organisation shall submit to ASC the data requested at the frequency and in the format specified by ASC.</p> <p><b>[Guidance:]</b> Data required to be submitted would include purchase and sales volumes, species, buyers and suppliers. It may cover consumer-facing and non-consumer facing products, and certified and non-certified products.</p>	<p>Must submit requested data to electronic system</p>	<p>Low – High, depending on systems already in place</p>
6	<p><b>[Clause:]</b> If seafood is purchased as ASC certified but then converted to a non-certified status (and will never be sold as certified), the organisation shall provide access to records of such converted products as needed for investigations.</p> <p><b>[Guidance:]</b> Access to such records may need to be provided to ASC, the CAB or the accreditation body.</p>	<p>Must ensure they are able to provide access to records related to products converted to non-certified status</p>	<p>Low (already part of MSC CoC guidance)</p>
7	<p><b>[Clause:]</b> The organisation shall maintain a fraud vulnerability assessment procedure and an up-to-date intervention plan.</p> <p><b>[Guidance:]</b> The Fraud Vulnerability Assessment (FVA) procedure and intervention plan may be the same as required by the GFSI-recognised food safety scheme that the organisation is certified with, provided it covers farmed seafood products. Refer to <a href="#">GFSI Food Fraud Technical Document</a>.</p>	<p>Need to complete a FVA and intervention plan annually. It can be the same plan as already required by GFSI-recognised schemes,</p>	<p>Low – High, depending on whether the company already does an FVA and intervention plan</p>

	<p>For an example of a tool that can be used for FVA (plus other resources), refer to <a href="#">SSAFE Food Fraud Vulnerability Assessment</a>, <a href="#">USP Food Fraud Mitigation Guidance</a> or others. The intervention plan should identify controls and/or interventions needed to reduce vulnerabilities identified, and how these measures will be implemented. Other tools or guides may be used, provided they cover equivalent content and depth.</p> <p>The assessment can be done at the appropriate timing for the organisation as part of the normal internal management cycle, provided it is completed at least once per year. The intervention plan can follow the same cycle, provided it is up to date in reflecting the latest risks/actual cases the organisation faces and is able to effectively address relevant risks of fraud.</p>	<p>extended to cover farmed seafood, and can be done at a timing convenient to the company</p>	
8	<p><b>[Clause:]</b> The organisation shall declare any ongoing or concluded court cases related to the scope of the CoC Standard that have occurred in the previous 24 months.</p>	<p>Must declare relevant court cases or allegations</p>	<p>Low</p>
9	<p><b>[Clause:]</b> The organisation shall implement an effective documented procedure to advise the CAB within 2 days if a court case or serious allegation related to the scope of the CoC Standard arises.</p>	<p>Must tell their CAB if a relevant court case or allegation arises</p>	<p>Low</p>
10	<p><b>[Clause:]</b> The certified (or applicant) organisation must be compliant with all relevant applicable laws and regulations, and conform with ASC standards and requirements.</p> <p><b>[Guidance:]</b> “Relevant laws and regulations” are those related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations. “ASC requirements” includes the Logo License Agreement, when applicable.</p>	<p>None</p>	<p>None</p>
11	<p><b>[Clause:]</b> The organisation shall implement an effective documented procedure to inform their CAB within 2 days of becoming aware that they are not compliant or in conformance with any relevant applicable laws, regulations, ASC standards and/or requirements.</p> <p><b>[Guidance:]</b> “Relevant laws and regulations” are those related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations.</p>	<p>Must inform their CAB if they become aware of non-compliance/non-conformance</p>	<p>Low</p>

12	<p><b>[Clause:]</b> ASC certified products must be compliant with all relevant applicable laws and regulations, and conform with ASC standards and requirements.</p> <p><b>[Guidance:]</b> The organisation is responsible for compliance and conformity of their certified products at all times while such products are under their ownership. “Relevant laws and regulations” are those related to the scope of the CoC Standard (see definition), “applicable” to production regions and markets relevant to the organisation’s operations. “ASC requirements” includes the Logo License Agreement, when applicable.</p>	None	None
13	<p><b>[Clause:]</b> The organisation shall implement an effective system to ensure product conformance with specifications in the relevant ASC standard(s) at all times while the products are under its ownership.</p> <p><b>[Guidance:]</b> For example, this could include product testing, quality checks of incoming and outgoing product and/ or during handling and processing, risk assessment, due diligence etc. “Specifications” refers to product-specific requirements in applicable ASC farm standards. For example, this could include presence and/or level of antibiotics.</p>	Must implement a system to ensure product conformance, if they do not already	Low – High depending on systems already in place
14	<p><b>[Clause:]</b> If products are non-conforming, the non-conforming product requirements shall be followed.</p>	None	None
15	<p><b>[Clause:]</b> The organisation shall allow MSC or its designated agents, ASC or its designated agents, the CAB and/ or the accreditation body to collect samples of certified and non-certified seafood or other substances for the purposes of product authentication testing or verification of conformity and/ or compliance.</p>	None	Low (small amount of extra time at audit, possible cost of sample)