



# ASC Farm Certification Requirements for Unit of Certification (RUoC)

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## RESPONSIBILITY FOR THESE REQUIREMENTS

The Aquaculture Stewardship Council (ASC) holds responsibility for this document.

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**Effective Date:** Version 1.0.1 of this document is effective from **14 October 2023**.

## ABOUT THE AQUACULTURE STEWARDSHIP COUNCIL (ASC)

The Aquaculture Stewardship Council (ASC) is an independent, not-for-profit organization that operates a voluntary, independent third-party certification and labelling programme based on scientifically robust Standards.

The Standards define criteria that help to transform the aquaculture<sup>1</sup> sector<sup>2</sup> towards environmental sustainability and social responsibility, as per the ASC Mission.

### ASC Vision

A world where aquaculture plays a major role in supplying food and social benefits for mankind whilst minimising negative impacts on the environment.

### ASC Mission

To transform aquaculture towards environmental sustainability and social responsibility using efficient market mechanisms that create value across the chain.

### ASC Theory of Change

A Theory of Change (ToC) is an articulation, description and mapping out of the building blocks required to achieve the organisation's vision.

ASC has defined a ToC which explains how the ASC certification and labelling programme promotes and rewards responsible fish farming practices through incentivising the choices people make when buying seafood.

ASC's Theory of Change can be found on the [ASC website](#).

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<sup>1</sup> Aquaculture: see Definition List.

<sup>2</sup> Aquaculture sector: see Definition List.

## OVERVIEW OF ASC CERTIFICATION AND LABELLING

ASC is a code compliant member of the ISEAL Alliance and implements a voluntary, independent third-party certification system<sup>3</sup> consisting of three independent actors:

- I. Scheme Owner i.e. Aquaculture Stewardship Council
- II. Accreditation Body i.e. Assurance Services International (ASI)
- III. Conformity Assessment Body (CAB) i.e. accredited CAB

### Scheme Owner

ASC, as scheme owner:

- sets and maintains Standards according to the ASC Standard Setting Procedure. The Standards are normative documents.
- sets and maintains the Certification and Accreditation Requirements (CAR). The CAR describes the accreditation requirements, assessment requirements and certification requirements. The CAR is a normative document.
- sets and maintains the Certification Requirements for the Unit of Certification (RUoC). The RUoC describes the certification requirements, that apply to the entity seeking certification, in addition to the standard requirements. The RUoC is a normative document.
- Sets and maintains the Audit Manual which provides guidance to the auditor and Unit of Certification (UoC) on how to interpret and best implement the indicators within the relevant Standard. The Audit Manual is a non-normative document

These above listed documents are publicly available on the ASC-website.

### Accreditation Body

Accreditation is the formal recognition by an independent body, generally known as an Accreditation Body (AB), that a Conformity Assessment Body (CAB) operates according to international standards.

Assessment findings of accreditation audits and an overview of current accredited CABs is publicly available via the ASI-website ([www.asi-assurance.org](http://www.asi-assurance.org)).

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<sup>3</sup> Third-party Certification System: see Definition List.

## Conformity Assessment Body

The UoC contracts the Conformity Assessment Body (CAB) who employs auditor(s) that conduct a conformity assessment (hereafter 'audit') of the UoC against the relevant ASC Standard. The management requirements for CABs as well as auditor competency requirements are described in the CAR and assured through accreditation.

## ASC Audit and Certification Process

An ASC audit follows strict process requirements. These requirements are detailed in the CAR. Only accredited CABs are allowed to audit and certify a UoC against ASC Standards. As scheme owner, ASC itself is not, and cannot be, involved in the actual audit or certification decision of a Unit of Certification (UoC). Granted certificates are the property of the CAB.

Audit findings of all ASC audits, including granted certificates, are made publicly available on the ASC-website. These include audit findings that result in a negative certification decision.

## ASC Logo use

ASC-certified entities shall only use the ASC Logo and trademarks if authorised through a signed Logo Licence Agreement.

Unauthorised logo display or use of trademarks is prohibited and will be treated as a trademark infringement.

## MSC Chain of Custody (CoC) Certification and the ASC trademarks

The ASC logo and claims have been developed for use by certified and licensed farms, processors, and distributors, so that all parts of the value chain and especially consumers can easily identify ASC certified product(s). The use of the ASC logo claims and trademarks can be applied only to products handled by a certified chain of custody (CoC) that ensures traceability of certified products from production to final point of sale. For the ASC, CoC is certified through application of an MSC chain of custody system. Only products that originate in ASC certified operations and are sold through the MSC certified CoC, are eligible to carry the ASC logo, claims or trademarks.

Companies that are already certified to an MSC Chain of Custody Standard and wish to also handle ASC certified products, may request a scope extension from their CAB to add ASC products into the scope of their existing CoC certificate. Further specific requirements may need to be complied to handle ASC products. Further information can be found on the ASC website.

Just as with the ASC standards, the ASC logo, claims, and trademarks are owned by the ASC, which regulates all aspects of their use.



## INTRODUCTION TO THIS DOCUMENT

The purposes of the ASC Certification Requirements for Unit of Certification [RUoC - this document] are:

1. To provide Applicants seeking ASC certification with a description of the scheme certification requirements that apply to Applicants and ASC Certificate Holders.
2. To describe the requirements for those certified entities who wish to make a claim about or use the ASC logo and trademarks for certified facilities or products.
3. To provide transparency so the ASC standard system has credibility with stakeholders.

This document contains administrative and process requirements that Applicants and ASC certified farms need to conform to in addition to the performance requirements specified in ASC Standards.

Conformity Assessment Bodies (CABs) shall use this document in conjunction with ASC Certification and Accreditation Requirements (CAR), which further details requirements for the CAB.

Chain of custody for ASC certified products is assured through MSC CoC certification.

Primary producers that are certified to an ASC standard may sell products within the scope of their certificate as certified, without being certified to the MSC chain of custody system. The requirements that apply to these sales are described in this document.

This document has been developed to address the specific needs of the certification to ASC Standards. The ASC gratefully acknowledges the support of MSC, FSC (Forest Stewardship Council) and SAAS (Social Accountability Accreditation Services) in lending their experience and permitting elements of their systems to be incorporated into this document.

### Available Language(s)

The official version of this document is English. The ASC may translate it into additional languages as necessary. In case of any inconsistencies and/or discrepancies between available translation(s) and the English version, the online English version (pdf-format) will prevail.

To request a hard copy of this document, public summaries, and other related materials, please contact the Programme Assurance Team at [certification@asc-aqua.org](mailto:certification@asc-aqua.org)

**NOTE:** This document has been developed for technical use by Applicants and Certificate Holders and by accredited and Applicant Conformity Assessment Bodies (CABs), therefore casual readers may find that it is not easy to read. For general readers, it is recommended that the ASC website be reviewed prior to this document.

## 1. SCOPE

This document comprises all administrative and process requirements that Applicants for certification and Certificate Holders shall conform to in addition to the requirements in the respective ASC Standards.

## 2. NORMATIVE REFERENCES

The documents listed below and the [Variance Request & Interpretation Platform](#) are part of the ASC Certification Requirements.

For references which have a specific date or version number, later amendments or revisions do not apply. CABs and Certificate Holders are encouraged to review the most recent editions and any guidance documents available to gain further insight.

For references without dates or version numbers, the latest edition of the document referred to applies.

The following apply directly to the Applicants and Certificate Holders:

- a) ASC Standards: See [www.asc-aqua.org](http://www.asc-aqua.org)
- b) The ASC data retention and data ownership policies; See [www.asc-aqua.org](http://www.asc-aqua.org)
- c) All applicable laws and regulations of governmental or other competent authorities related to the scope of the Standard and the ASC Requirements.

## 3. TERMS AND DEFINITIONS

All definitions are published in the [ASC Vocabulary portal](#).

## 4. APPLICATION

- 4.1. The Applicant shall contact accredited or Applicant CABs to start an ASC certification process. The Accredited and Applicant CABs list is available on the ASC or ASC appointed accreditation body website.
- 4.2. The Applicant shall complete CABs' application forms with truthful information and provide all the additional information the CAB may request in relation to the UoC.
- 4.3. A Certificate Holder which had an ASC certificate withdrawn may only apply for a new ASC certification 12 months after the date of the certificate withdrawal.
- 4.4. An Applicant which failed an ASC audit may apply again for certification in less than 12 months, only with the same CAB with which it failed the audit.
- 4.5. An Applicant successfully prosecuted for the following situations shall not apply in less than 24 months:
  - a) Carrying out fraudulent activities confirmed by the statutory authority.
  - b) Use or involvement of Child labour, slavery, human trafficking or forced labour.
- 4.6. The Applicant should review all the information sent by the CAB related to the ASC standards and Requirements, and the certification process.

## 5. SCOPE OF CERTIFICATION

- 5.1. The Applicant shall provide the CAB with all the required information to define the Scope of Certification including:
  - a) Production site(s) and facilities within the limits of the UoC
  - b) Activities under control of the Applicant before the product changes ownership or is handled by further certified chains of custody. This includes but is not limited to: harvest, slaughtering, storage, transport, processing and packing.
- 5.2. If processing or packing activities are within the scope of the UoC, the Applicant shall require a separate chain of custody certification unless:
  - a) Ownership does not change; AND
  - b) Only ASC certified products from the UoC are handled; AND
  - c) The transportation only occurs within the premises of the UoC, AND
  - d) Processing and/or packing facilities are at the same address/location where other activities of the UoC occur.

- 5.3. The certification type may be either:
- 5.3.1. A single site certification having all of the following elements:
- a) The client is capable of signing a binding contract that is legally enforceable
  - b) One production site which has clear boundaries as described in the associated legal licenses and permits and may include multiple pens, cages, ponds, tanks, raceway systems or beds.
- 5.3.2. A Multi-site certificate having all of the following elements:
- a) The client is responsible for all sites and is capable of signing a binding contract that is legally enforceable
  - b) Consists of more than one site and all sites have clear boundaries as described in the associated legal licenses and permits
  - c) The client is the only entity authorised to sell ASC certified products from all sites.
- 5.3.2.1. The Applicant may choose to apply for a Multi-site UoC either:
- a) Without internal management system (option 1) if it decides that the CAB will audit all the sites in every audit
  - b) With internal management system (option 2) if it decides to be audited against the applicable requirements for the internal management system specified in Annex B, and sampled sites audited according to the requirements in Annex E of the ASC CAR.
- 5.3.3. A group UoC having all of the following elements:
- a) The Applicant representing all group members is capable of signing a binding contract that is legally enforceable
  - b) Each member in the group operates either a single site or a Multi-site
  - c) Consists of more than one site and all sites have clear boundaries as described in the associated legal licenses and permits
  - d) The Applicant is the only entity authorised to sell ASC certified products from all members
  - e) A group management body (GMB) in charge of implementing and monitoring compliance against the requirements for Groups in Annex C and ASC standard(s) at all sites.

## 6. CONTRACT

- 6.1. If the Applicant and the CAB agree to start the certification process, both shall sign a contract including the following elements:
  - 6.1.1. That ASC retains the right to change the ASC Standards and Certification Requirements and that certification is conditional on conforming to new or revised standards and new or revised Certification Requirements within the timeframes established by the ASC.
  - 6.1.2. That the ASC shall have full access to all audit products including audit evidence, audit findings and audit reports including confidential annexes.
  - 6.1.3. That the client shall submit to ASC accurate production and sales data using the form and manner specified by the ASC.
  - 6.1.4. That the client shall allow ASC to process and publish, excluding confidential annexes, UoC's data and information collected from the certification process for the purpose of transparency as an integral part of the ASC certification programme.
  - 6.1.5. That ASC, ASC designated agents and the ASC appointed accreditation body shall have the right to observe audits conducted by the CAB.
  - 6.1.6. That ASC, ASC designated agents and ASC appointed accreditation body shall have the right to visit the Certificate Holder's site(s), including visits without prior notice for the purpose of integrity of ASC certification.
  - 6.1.7. That the ASC appointed accreditation body shall have the right to conduct audits of the UoC, including unannounced audits, for the purpose of monitoring CAB conformity.
  - 6.1.8. That ASC, ASC designated agents, ASC appointed accreditation body and the CAB shall have the right to collect seafood product samples or other supporting samples (e.g.: water, feed, soil, sediment, sludge) to evaluate the Client's compliance or for product verification from the supply chain.
    - 6.1.8.1. This sampling may be conducted unannounced during ASC audits or at any other time.
    - 6.1.8.2. Costs incurred in testing shall be covered by the client for samples taken and decided by the CAB during ASC audits.
  - 6.1.9. That the CAB shall have access to all audit products of the latest third-party social audit, if any. This includes, but is not limited to audit reports, non-conformity reports, evidence of closure of non-conformities, and relevant confidential information.

- 6.1.10. That the client shall have the right to raise their concerns or object to any of the proposed audit team members.
- 6.1.11. That the client shall be responsible for informing the CAB, within fourteen (14) days of any changes made in the operation that may require oversight from the CAB. This can include, but is not limited to:
- a) Changes in species farmed
  - b) Legally permitted expansions or reduction of the defined boundaries of the site
  - c) Legally permitted relocation of production area and non-production areas
  - d) Relocation of production areas
  - e) Changes in the number of sites
  - f) Changes that may impact the start of the chain of custody
  - g) OIE notifiable disease outbreaks
  - h) Changes in infrastructure that affects employee's living conditions.
- 6.1.12. That the client shall be responsible for informing the CAB within fourteen (14) days of the occurrence of any of the following situation(s):
- a) Fatal workplace accidents
  - b) Legal compliance violations confirmed by the statutory authority on issues related to the scope of ASC standards and requirements
  - c) Administration of veterinary treatments to some or all production units (ponds, cages, pens, tanks, etc.) or sites (Multi-site and group) which affect compliance against ASC standards
  - d) Escapes or massive mortality events which affect the compliance against ASC standards
  - e) Vulnerable, Endangered or Critically endangered species or marine mammal mortalities.

## 7. AUDIT TIMING

- 7.1. The Client and the CAB shall plan to ensure the initial audit takes place:
- a) When the site has been in operation for a minimum period of 6 months, or
  - b) When the site has completed the previous harvest cycle, and this cycle has similar operational conditions or
  - c) Before the site has completed an initial harvest cycle, providing that data, as required by the relevant farm standard indicators, will be available for CAB review within the prescribed certification decision timelines.

- 7.1.2. For any of applicable scenarios above, the Client shall have at least 6 months of data/records demonstrating the site's conformity to the relevant ASC farm standard.
- 7.2. The species in the scope of the UoC shall be present on site:
- a) At least fifty percent (50%) of the production units shall be operative for single site UoCs
  - b) At initial audits for Multi-site UoCs all sites included in the scope shall be operative and with product on site
  - c) At initial audits for Group UoCs all sites included in the scope shall be operative and with product on site.
- 7.2.1. Single site UoCs without product on site may receive surveillance and re-certification audits only if:
- a) It grows a long cycle site AND
  - b) The site is following AND
  - c) The previous audit was conducted with product on-site.
- 7.3. The client and the CAB shall plan for audits in a way that allows the evaluation of harvesting activities of the principal product to occur:
- a) During initial and re-certification audits for single site UoCs operating short cycle or continuous harvest sites, OR
  - b) At least once during the certification cycle for single site UoCs operating long cycle sites, OR
  - c) At least in one site for Multi-site UoCs following the conditions in a) and b), OR
  - d) At least in one site for Group UoCs in each initial, surveillance and re-certification audit.
- 7.4. If harvesting activities are evaluated during the audit, the client shall:
- a) Ensure that only the harvest intended for sales (no trial or mock harvests) will be evaluated, AND
  - b) Allow the CAB to evaluate other activities within the scope of the UoC such as transport and loading, even when they are implemented by subcontractors.

- 7.5. If product handling or processing are included in the scope of the UoC, the client shall arrange the audit to occur at the time that the handling and/or processing facilities are operating.

## **8. AUDIT ANNOUNCEMENT**

- 8.1. The client shall cooperate with the CAB to agree an audit date which ensures that there are no lapses in audit timing and also enables the CAB to publicly announce the audit on the ASC website at least 42 days before the scheduled audit date.

- 8.1.1. Under exceptional circumstances the client may request a change to a scheduled audit date, the request should be made to the CAB at least 14 days before this scheduled date.

## **9. STAKEHOLDER ENGAGEMENT**

- 9.1. The client shall publish in a visible place for local communities and neighbours the dates of the upcoming ASC audit with the CAB contact information in case they want to submit public comments.

- 9.2. The client may provide the CAB with contact information of relevant stakeholders to be contacted in the region where the UoC is located.

## **10. AUDIT PREPARATION AND PLANNING**

- 10.1. The client shall provide the information requested by the CAB to conduct a desk review before the audit.

- 10.1.1. At initial audit and where production areas or sites have been added or removed from the UoC since the previous audit and when sites boundaries have been modified, the client shall provide the CAB with the updated GIS polygon data in the format specified on the ASC GIS Portal webpage for validation of the production area.

- 10.2. The client should agree with the CAB on a provisional audit plan with the following information:

- a) Scope of the audit
- b) Draft work schedule
- c) Names and affiliation of proposed audit team members
- d) Information about the audit process to facilitate appropriate preparations for the audit.



- 10.3. The client may object to any audit team members where sufficiently justified.

## 11. AUDIT

- 11.1. The client shall arrange relevant personnel to attend different activities during the audit and make the necessary arrangements for the audit execution. This includes, but is not limited to:
- a) Invite management of the UoC and key relevant personnel, including workers and/or trade union representatives to the audit opening meeting
  - b) Arrange transportation (where required) of the audit team members to the different premises within the UoC
  - c) Arrange interviews with management and technical staff
  - d) Provide the CAB access to all premises and facilities, including those that are subcontracted, within the scope of the UoC
  - e) Provide all the documents and records requested by the CAB auditors within requested timelines
  - f) Allow auditors to interview employees in private without the presence of management representatives or those in supervisory roles
  - g) Invite management of the UoC and key relevant personnel, including workers and/or trade union representatives, to the closing meeting.

## 12. SAMPLING AND TESTING

- 12.1. The client shall allow the CAB, ASC, ASC appointed accreditation body or designated agents to collect samples of seafood product or other substances (water, feed, additives, sediment, soil, sludge) during ASC audits to verify UOC's compliance against the ASC standards.
- 12.2. The client shall assist the CAB auditor with gear available at the site (e.g., cast nets) and staff to collect the samples.
- 12.3. The client may request the CAB for a second test of the duplicate sample by the same laboratory to confirm results of the first test.
- 12.3.1. The second test shall only be run for parameters being disputed
- 12.3.2. In case the second test produces a different result, the client shall accept results of the last (third) test.

### 13. REMOTE AUDITING

- 13.1. When remote audit is allowed, the Certificate Holder shall arrange with the CAB for audit activities that will occur remotely. Those activities may include but are not limited to:
- a) Witnessing harvest activities for long cycle sites
  - b) Interviewing management staff
  - c) Reviewing data, documents and records
  - d) Conducting site tours
  - e) Reviewing video recording or photographs (i.e., audit sampling activities).
- 13.2. The Certificate Holder may allow the CAB to collect and evaluate evidence remotely as part of any audit through data, documents and records reviews and management interviews.
- 13.3. The Certificate Holder may request the CAB to conduct fully remote audit for:
- a) Re-certification audits at following sites growing long cycle species
  - b) Surveillance audits at single site or Multi-site (option 1) UoCs
  - c) In either case the UoC shall:
    - i. Possess a valid certificate (not suspended), AND
    - ii. Have received no more than 5 major non-conformities in the previous audit.
- 13.4. The client shall agree with the CAB on the use of Information and Communication Technologies (ICTs) and measures to address issues related to confidentiality, security and data protection.
- 13.5. The client shall participate in tests in using ICTs required by the CAB prior to the actual remote audit to safeguard effective and secured remote audits or remote evidence collection.

### 14. AUDIT FINDINGS

- 14.1. During a CAB audit, and before the audit closing meeting, the Client may request an opportunity to provide additional evidence to refute a non-conformity (minor, major or critical) raised by the CAB auditor.
- 14.2. Within a maximum of twenty-eight (28) days from the date of detection/closing meeting, the client shall provide to the CAB for each non-conformity:
- a) A root cause analysis of why the non-conformity occurred
  - b) An expected action plan detailing correction(s) to solve the failure if possible and corrective actions to address the root cause and prevent reoccurrence.

14.3. When the action plan is approved, the client shall submit to the CAB objective evidence of its effective implementation in the following timeframes from the detection date:

| Non-conformity  | Initial audit | During the validity of the certificate |
|-----------------|---------------|--|
| <b>Minor</b>    | 3 months      | 3 months                               |
| <b>Major</b>    | 3 months      | 3 months                               |
| <b>Critical</b> | 3 months      | Immediate suspension 3 months          |

14.4. Non-conformities may be extended once, if the client submits to the CAB evidence demonstrating that:

- a) The time needed to execute the action plan requires a longer timeline due to circumstances related to the species production cycle, OR
- b) Conformity was not possible due to circumstances beyond the control of the client.

14.4.2. Non-conformities may be extended from the detection date for a maximum period of:

| Non-conformity  | Initial audit | During the validity of the certificate |
|-----------------|---------------|--|
| <b>Minor</b>    | 12 months     | total 12 months                        |
| <b>Major</b>    | No extension  | total 6 months                         |
| <b>Critical</b> | No extension  | 14 days                                |

14.5. The client shall submit in a timely manner, the relevant information to allow the CAB to review the information before the non-conformity closure deadline.

14.5.1. The Client should agree with the CAB on the timelines for non-conformities closure.

14.6. The Client should accept additional evaluations (either on-site or remote) of the effective implementation of the action plan.

14.7. If non-conformities are not closed or extended in the timeframes above, the Client shall be aware that the following actions would be taken by the CAB.

| Non-conformity  | Initial audit | During the validity of the certificate |
|-----------------|---------------|--|
| <b>Minor</b>    | Failed audit  | Upgrade to Major                       |
| <b>Major</b>    | Failed audit  | Certificate Suspension                 |
| <b>Critical</b> | Failed audit  | Certificate Withdrawal                 |

## 15. TRACEABILITY

- 15.1. The client shall establish the activities covered by the scope of the UoC and its subcontractors until the ownership or physical possession of certified products is transferred. This may include, but is not limited to:
- a) Stocking
  - b) Nursing
  - c) Out-growing
  - d) Transferring
  - e) Harvest
  - f) Transportation
  - g) Storage
  - h) Processing
  - i) Packing.
- 15.2. Within the UoC the client shall implement a traceability system with the following elements:
- a) Evaluation of risks of product mixing and substitution at each stage of the production cycle
  - b) Measures to mitigate those risks
  - c) Effective implementation of procedures for the identification and segregation of certified and non-certified product at each stage of the production cycle and post-harvest activities, if included in the scope of the UoC
  - d) Records from stocking date for long cycle species or at least six (6) months for short cycle species, before the initial audit and thereafter to allow tracing of every production batch at all stages from the stocking date until the product's ownership or physical possession is transferred, including any transference or movement of the product within the UoC
  - e) Records of at least six (6) months before the initial audit and thereafter to determine inputs, outputs and conversion ratios during the production cycle and processing activities, if included in the scope of the UoC. This includes but is not limited to:
    - i. Stocked animals
    - ii. Mortalities collection if applicable
    - iii. Survival rate
    - iv. Feed conversion ratio
    - v. Escapes
    - vi. Harvested biomass

- vii. Inputs – outputs and conversion ratios for processing and packing if applicable.
  - f) Implementation of input-output reconciliation for each production unit within fourteen (14) days after the completion of harvest
  - g) Implementation of input-output reconciliation for each batch processed or packed, if applicable, within fourteen (14) days after the processing or packing date
  - h) Training of key staff responsible for the UoC traceability system and related activities
  - i) Measures to be taken when a non-conforming product is detected.
  - j) Identification of the ASC or non-ASC status of the products sold and dispatched at transaction and transport documents.
- 15.3. The client shall prepare annually a summary of production volumes and sales/dispatch of ASC and non-ASC products originating from the UoC.
- 15.4. The client shall allow the CAB to report on production and sold volumes to ASC in the Confidential annex of the audit report unless and until the client reports those volumes directly to the ASC system.
- 15.5. The client shall comply with additional traceability requirements described in Annex B and C for Multi-site and Group UoCs

## **16. AUDIT REPORT**

- 16.1. The client shall accept that all audit reports and related information, except confidential annexes, are published on the ASC website. This includes reports of failed audits, reasons for suspension or withdrawal.
- 16.2. The client may agree with the CAB to keep commercially sensitive information in confidential annexes, submitted separately to the ASC in confidence.
- 16.2.1. Confidential annexes will not be public, however the ASC and ASC appointed accreditation body shall have access to them.
- 16.3. The client shall submit the root cause analysis and corrective action plan within the timelines as specified in 14.2 to ensure inclusion in the draft audit report before submission for publication.
- 16.4. The client may follow up with the CAB to ensure compliance with the following timeframes:

|  | Timeframe   |
|--|---|
| <b>Draft report submission</b>               | 42 days after the audit closing meeting               |
| <b>Public consultation period</b>            | 21 days after draft report publication on ASC website |
| <b>Final report + Certification decision</b> | 28 days after end of public consultation              |
| <b>Surveillance audit reports</b>            | 98 days after the audit closing meeting               |

## 17. CERTIFICATION DECISION

- 17.1. When well justified, the client shall be aware that the CAB may need more time to take the certification decision.
- 17.1.1. The client shall agree with the CAB on arrangements for a full (repeat) audit in case the certification decision is not taken within six (6) months from the audit closing meeting.

- 17.2. The client shall confirm the certificate registration and publication on the ASC website before starting the sales of ASC products.

## **18. USE OF THE ASC LOGO, TRADEMARKS AND CLAIMS**

- 18.1. The Client holding a valid certificate (Certificate Holder) may claim that its operation is certified in accordance with the specific ASC standard covered, subject to the scope of its certificate.
- 18.2. A Certificate Holder may claim that its aquaculture products are the result of "Responsible Aquaculture Farming" or "Responsibly produced".
- 18.3. The Certificate Holder shall enter into an ASC Licensing Agreement to use the ASC logo, claims and other trademarks on certified products, in accordance with the License Agreement.<sup>4</sup>

## **19. SURVEILLANCE AUDITS**

- 19.1. The client and the CAB shall plan at least 2 surveillance audits during the three-year certification cycle.
- 19.2. Surveillance audits shall be conducted annually with a window of 3 months before or after the anniversary of the initial certification decision.
- 19.3. Two surveillance audits should not be carried out with less than 6 months between them.

## **20. UNANNOUNCED AUDITS**

- 20.1. The client shall accept unannounced audits by the CAB with no more than 48 hours' notification.
- 20.2. The client's certificate shall be suspended where the client does not accept the second attempt of an unannounced audit by the CAB.
- 20.2.1. The suspension shall only be lifted when another unannounced audit is accepted and completed, and all major or critical non-conformities are closed.

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<sup>4</sup> Note: Obtaining certification does not automatically guarantee the granting of a License Agreement. For more information see: [ASC Logo](#) or get in touch on [logo@asc-aqua.org](mailto:logo@asc-aqua.org) Unauthorised logo display or use of trademarks is prohibited and will be treated as a trademark infringement

## **21. RE-CERTIFICATION AUDITS**

- 21.1. The Certificate Holder should start applying for re-certification six (6) months before the expiry date of the certificate to avoid a gap in certification validity.

## **22. EXTENSION OF CERTIFICATE VALIDITY**

- 22.1. The Certificate Holder may request the CAB to extend the validity of the certificate once by up to three (3) months only in cases when:
- a) There is no product on-site for the expected re-certification audit, OR
  - b) There are conditions outside the control of the Certificate Holder that prevent the execution of the audit.
- 22.2. To request an extension, the Certificate Holder shall apply to the CAB for re-certification and the application shall have been accepted by the CAB at or before the end of the period of validity of the certificate.

## **23. TRANSFER OF CERTIFICATES**

- 23.1. A decision to transfer a certificate from one CAB (preceding CAB) to another CAB (succeeding CAB) shall be voluntary by the Certificate Holder.
- 23.2. The Certificate Holder may request a certificate transfer only once within the period of validity of a certificate.
- 23.2.1. If the Certificate Holder wishes to change CABs more than once within the period of the certificate validity, the Certificate Holder shall accept full ASC initial audits by the second and all other succeeding CABs.
- 23.3. The Certificate Holder may not request a transfer if:
- a) The certificate is suspended
  - b) Critical and major non-conformities have not been closed to the satisfaction of the succeeding CAB.
- 23.4. The Certificate Holder may agree with the succeeding CAB:
- a) To carry out a transfer audit within three (3) months after the agreed transfer date according to the requirements for a surveillance audit, OR
  - b) Follow the Certificate Holder's surveillance audit planning.



## **24. CHANGES IN THE SCOPE**

- 24.1. The client shall inform the CAB within fourteen (14) days about any change that might affect the scope of the UoC or scope of the certificate. This includes:
- a) Addition of a new species
  - b) Change to impacts on receiving water bodies including the addition of new receiving water bodies
  - c) Physical change to working and living conditions, including but not limited to new work floor, processing line, canteen, and living quarter
  - d) Reporting conditions described in contractual requirements
  - e) Any other change to the certified operation determined by the CAB as requiring an onsite audit.

## **25. SUSPENSION, WITHDRAWAL OR CANCELLATION OF CERTIFICATION**

- 25.1. The client may decide to cancel its certificate at any time.
- 25.1.1. The client shall inform the CAB of its decision and reason(s) to cancel a certificate.
- 25.2. The Certificate Holder shall follow the actions requested by the CAB to lift the suspension in a situation where the certificate is suspended.
- 25.3. If the Certificate Holder does not address the reasons of the suspension in the timeframe set by the CAB, its certificate shall be withdrawn.
- 25.4. The client shall accept that its cancellation/suspension/withdrawal status and reasons are published on the ASC website.
- 25.5. The client, whose certificate is suspended, withdrawn, or cancelled shall:
- a) Immediately stop selling and/or promoting any product harvested or produced from the date of suspension, withdrawal or cancellation as ASC certified or with the ASC logo, Trademarks or claims.
  - b) Advise existing and potential customers in writing of the suspension, withdrawal or cancellation within four (4) days of the suspension, withdrawal or cancellation date.

- 25.6. The client, whose certificate was withdrawn may only apply for ASC certification again after a minimum of 12 months from the date of withdrawal.
- 25.7. The client found to be not following the above requirements in 25.5 a or b shall not re-apply to the programme within 36 months from the date of discovery or disclosure to the CAB.

## 26. COMPLAINTS, APPEALS AND FEEDBACK

- 26.1. Clients are encouraged to submit to ASC in confidence, its feedback of each audit process within twenty-eight (28) days after the last day of the audit.
- 26.1.1. ASC shall keep clients' feedback confidential and only use in an aggregated manner for analysis and improvement of the programme.
- 26.2. The client may appeal to a certification decision by a CAB if it is evident that:
- a) The CAB personnel have not taken all submitted evidence into account when taking the certification decision, OR
  - b) The CAB personnel have not followed requirements laid out in the ASC CAR or other normative references for the certification process (e.g., auditor competence, conflict of interests, response timelines), OR
  - c) The CAB have misinterpreted ASC standard indicators or other applicable requirements.
- 26.2.1. The client shall follow the CAB's appeal procedure for such objection.
- 26.3. Clients may file a complaint to the CAB, following their complaints procedure if dissatisfied with the performance of the CAB.
- 26.3.1. Clients are encouraged to send a copy of the complaint to ASC and the ASC appointed accreditation body (ASI).
- 26.3.2. A copy of the complaint can be sent to ASC at:  
Email: [complaints@asc-aqua.org](mailto:complaints@asc-aqua.org)
- Mailing Address: Aquaculture Stewardship Council  
Daalseplein 101,  
3511 SX Utrecht  
The Netherlands

- 26.4. If clients are dissatisfied with the CAB's complaint resolution mechanism, they may escalate to the ASC appointed accreditation body, following their complaint procedure (<https://www.asi-assurance.org/s/quality>)

## **27. DATA PUBLICATION**

- 27.1. The Applicant and/or Certificate Holder shall allow information such as, but not limited to, farm locations, outlines and audit reports to be published on the ASC website.
- 27.2. Any data submitted by the client and the CAB during the certification process shall be held and processed in line with the ASC data retention and data ownership policies. The policies can be found on the ASC website.

## **28. REPORTING TO THE ASC**

- 28.1. The Certificate Holder shall provide required data to the ASC in the form, manner and frequency as specified in ASC Standards and other ASC Requirements.
- 28.1.1. This includes the timely reporting on Key Data Elements (KDE)

## Annex A - ASC VOCABULARY

Follow this link to the [ASC Vocabulary Portal](#).

## Annex B - ASC REQUIREMENTS FOR MULTI-SITE CERTIFICATION

All requirements in the ASC Farm Certification and Accreditation Requirements and this document also apply to clients applying for Multi-site certification unless specifically stated otherwise in this annex.

### **B1. Requirements for Multi-site certification (with or without IMS)**

B1.1. All sites in the UoC shall:

- a) Maintain a legally binding link (i.e., direct ownership, lease or contract farming) with the client
- b) Operate within the same jurisdiction or within neighbouring jurisdictions that share relevant common regulations
- c) Be subject to and comply with the same ASC species standard

B1.2. The Multi-site Certificate Holder is the only entity able to commercialise ASC certified products from the sites in the UoC.

B1.3. The client shall have a designated central office that has the responsibility and authority to manage the Multi-site UoC's conformity to the ASC requirements.

B1.4. The central office is responsible for the oversight and implementation of the following documented procedures:

B1.4.1. Complaints procedures for managing complaints submitted by stakeholders and staff members as specified in the relevant ASC Farm standard,

B1.4.2. Traceability procedures to identify and segregate all products within each site, among sites within the UoC, and products from sites that are not included in the scope of certification. The procedures shall describe:

- a) The conditions under which products must be segregated, and measures to prevent mixing.
- b) Identification methods to allow products to be traced back from the start of the ASC/MSC certified chain of custody to cage/net/pond/tank in case of need.
- c) The inclusion of ASC certified status in the transaction documents if the product is dispatched to cover orders of ASC products.

B1.4.3. Traceability of inputs (e.g., feed and seedlings) used for each site as specified in the relevant ASC standard.

B1.4.4. Contract farming sites may be included in the unit of certification if all the following apply:

- a) All of the operations of the farm are subject to the same procedures as the rest of the UoC
- b) The product produced and commercialised as ASC certified by the subcontractor is owned by the Certificate Holder
- c) If products are commercialised by the subcontracted sites directly with third parties, the product shall be sold as non-ASC
- d) The central office shall have the same oversight and control over the operations of subcontractors as it has for the client's own operations
- e) All of the operations of the subcontracted sites shall be included in the Multi-site certificate

- B1.4.5. The contract shall be transparent, mutually accepted by both parties and include the above requirements
- B1.4.6. Contract farming agreements should follow the FAO “Guiding principles for responsible contract farming operations.”
- B1.5. The central office shall notify the CAB if they wish to add a new site to the Multi-site certificate. In this case the new site shall:
  - B1.5.1. Receive an initial audit by the CAB (if the client is operating under Multi-site Option 1).
  - B1.5.2. Show compliance to all ASC Requirements before being included in the scope of the certificate.
  - B1.5.3. The new site may be included in the scope of the Multi-site certificate without an audit if it has a valid ASC single site or Multi-site Option 1 certificate, received a CAB audit in the last 12 months and there are no open major or critical non-conformities. In this case the Multi-site Certificate Holder shall:
    - a) Inform the CAB about the proposed certified site addition
    - b) If the site is certified with a different CAB, the client shall start a certificate transfer process to the CAB maintaining the Multi-site certificate.
    - c) The CAB may decide to conduct an onsite audit based on the review of the latest audit reports and other information.

**B2. Additional requirements for Multi-site Certification with IMS (option 2)**

- B2.1. The client’s designated central office shall be responsible for the effective implementation of the Multi-site Internal Management System (IMS), Including documented procedures for the following processes:
  - a) Document control
  - b) Record keeping and retention
  - c) Management of changes and updates to ASC requirements
  - d) Compliance with legal requirements
  - e) Annual Internal audits, covering the ASC requirements relevant to the IMS and each of the sites
  - f) Grading and timelines of non-conformities may follow the definitions and rules applicable to external audits detailed in Annex A and section “14. Audit Findings” of this document
  - g) Root cause analysis for non-conformities detected by the internal and external audits
  - h) Implementation of corrections and preventive actions addressing the root cause of non-conformities
  - i) Scheduled reporting of the internal audits outcome including the implementation of correction and corrective actions
  - j) Annual management reviews on the performance of the IMS.
- B2.2. Internal audits shall be conducted before the CAB’s initial audit and at least annually after certification. Internal audits shall be conducted:
  - B2.2.1. Against the IMS requirements in this Annex.
  - B2.2.2. Against the relevant ASC Farm Standard for each site under the UoC. Except for added new sites certified and audited by an accredited CAB in the last 12 months.

- B2.2.3. Employees interviews may be excluded from the evaluation of social indicators to maintain employees confidentiality.
- B2.2.4. If the internal audit is conducted by a third party, the evaluation of employees personal information shall be authorised following the local confidentiality regulations.
- B2.2.5. Internal auditors and inspectors shall fulfill the competences and qualifications described in Annex C-2.
- B2.3. All non-conformities detected during internal audits shall be closed at the time of the initial audit by the CAB.
  - B2.3.1. The central office shall maintain records and evidence of the effective implementation of corrections and corrective actions for the closure of non-conformities.
- B2.4. The central office shall demonstrate its ability to implement organisational changes to make improvements to the IMS based on the annual management reviews.

## ANNEX C - ASC REQUIREMENTS FOR GROUP CERTIFICATIONS

### (ASC GROUP CERTIFICATION)

The ASC Group Certification requirements seek to bring efficiency to the certification of organised groups of small producers against ASC standards for responsible aquaculture. These requirements are designed to ensure that all group members comply with all relevant requirements in the applicable ASC Standard.

This Annex C sets out the requirements for collective certification against an ASC standard by a group of two or more small-scale aquaculture operations. The group's management shall have the responsibility and authority to implement and maintain compliance with ASC requirements including those for the group management and group members.

Group certification requirements provide the overarching framework for a central, shared management system to coordinate the group's certification process to apply for, obtain, and maintain certification for a group.

ASC is committed to a regular review and revision cycle of 5 years for its scheme documents. However, due to the novelty of this Group certification methodology, ASC will collect feedback from practical experience of implementing and auditing against this methodology and may decide to initiate the review process earlier than 5 years.

All relevant requirements in the ASC Farm Certification and Accreditation Requirements (CAR) also apply to groups unless specifically stated otherwise in this document.

#### **C1. Scope**

C1.1 This document contains the requirements for a Group Management Body (GMB)<sup>5</sup> to implement, apply for, obtain, and maintain certification to an ASC Standard.

#### **C2. Requirements for Group Management Body (GMB)**

C2.1 Group Management Body (GMB) shall:

C2.1.1 Be a legal entity or a statutory body within a larger legal entity, or another form of legally recognised (registered with a government office) organisation.

C2.1.2 Have the authority to enter into legal agreements as well as to make commitments on behalf of the group.

C2.1.3 Contract with and serve as the principal contact for the Conformity Assessment Body (CAB), Accreditation Body (ASI), and the ASC and/or party on ASC's behalf.

C2.1.4 Operate in a manner that is consistent with its written constitution and bylaws.

C2.1.4.1 This shall include member participation in governance and decision-making.

C2.1.5 Assume responsibility for the overall management of Group Members as one operational unit.

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<sup>5</sup> See definition for GMB in Annex A.



- C2.1.6. Assume responsibility for Group Members' compliance with the ASC applicable standard and certification requirements as described in this document. This includes:
- C2.1.6.1 Overseeing internal inspections of individual sites' performance of Group Members.
- C2.1.7 Handle complaints and appeals from within the Group and from stakeholders external to the Group as a whole.
- C2.1.8. Lead Group internal audits of the Internal Management System (IMS) and management reviews of operations of the GMB against relevant requirements in this document.
- C2.1.9 Have adequate resources (competent personnel, time and finance) and structure to implement the IMS and assure compliance of members.
- I. A person shall be appointed to coordinate activities related to ASC certification within the Group.
  - II. The appointed person shall be made known to all Group Members and to the CAB.
  - III. A committee of one or more persons (depending on the Group's size and complexity) to take impartial decisions on Group Members' compliance and sanctions.
- C2.2 The GMB shall have a documented IMS. This shall include documentation of:
- C2.2.1 Clearly defined scope and objectives of the IMS.
- C2.2.2 Responsibilities of the GMB, defined positions within the Group, and Group Members.
- C2.2.3. Administrative and operating procedures for consistent application by itself and Group Members to ensure conformance with the ASC Requirements. These procedures shall include at least the following:
- C2.2.3.1 Procedures for adding and removing individual sites<sup>6</sup> or Group Members.
- i. The GMB shall maintain and update a Sites Register within the certification scope of the Group (Annex C1 – Template for Group Sites Register).
  - ii. The GMB shall only consider sites that meet all the following eligibility criteria to be included in the unit of certification:
    - a) Sites shall be operating within the same or neighboring jurisdictions that share relevant common regulations.
    - b) The entire site shall be included in the (Applicant) unit of certification.
    - c) Each site shall have implemented relevant policies and procedures of the Group's IMS for at least one growing cycle or six (6) months (whichever is shorter) prior to being included into the Group.
    - d) Sites shall be complying individually with the ASC applicable requirements and standard unless otherwise specified in that standard.
    - e) Previously removed sites (for any reasons and from any other certified Groups) shall be treated as new and re-added no earlier than 12 months from the removal date.

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<sup>6</sup> See definition for "Site" in Annex A

- iii. Within 12 months from the date of certification and each subsequent surveillance audit, the GMB may add up to 5 new sites or a maximum of 10% of the total number of existing sites (whichever is smaller) to the scope of Group certification.
  - a) If more than the above specified number of sites are added, an ad-hoc on-site audit by the CAB shall be required.
  - b) Only small-scale producers<sup>7</sup> shall be eligible to be added to the Group by the GMB.
  - c) The GMB shall conduct an internal inspection of each new Applicant site:
    - 1. The Applicant sites shall be inspected to witness harvesting activities for short growing species (<6 months).
    - 2. Only sites that are in compliance with all applicable ASC requirements shall be added to the Group.
    - 3. Any non-conformity detected during this internal inspection of the new Applicant site shall be closed prior to the GMB's approval to add the site to the Group.
    - 4. These sites shall be recommended to the CAB for inclusion into the scope of Group Certification within three (3) months from the on-site inspection date.
  - d) The GMB shall have signed an agreement with any new Group Members who wish to register their sites to be included in the scope of Group certification.
  - e) The GMB shall provide the CAB with relevant documentation of the new sites for approval, including results of internal inspections, signed agreements with new Group Members, updated Group's Sites Register, with a clear indication of new sites to be added.
  - f) The new sites shall only be added to the scope of Group certification following the approval of the CAB.
- iv. Upon removing (cancellation/withdrawal) or suspending a site from the Group for any reasons, the GMB shall:
  - a) Remove the site from and update the Group's Sites Register within two (2) days of the GMB's decision.
  - b) Inform the site in writing that it is no longer part of the Group, or that it is being suspended, and therefore shall immediately stop using the ASC trademark and logos or claim any right to ASC-certified product or an ASC-certified supply chain from the date of the removal/suspension decision.
  - c) Get the site owner's written acknowledgement of the decision and its implications within two (2) days of receiving written notice.
    - 1. Removed sites refusing to give written acknowledgement of the decision shall not be re-admitted to the Group for certification for the next three (3) years from the removal decision date.
  - d) The GMB shall notify the CAB and ASC of the removal/suspension decision and its reason(s) within seven (7) days.

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<sup>7</sup> See definition for "Small-scale producer" in Annex A.

- C2.2.3.2 Procedures for Group management system internal audits and internal inspections of sites, including methods and conformity decisions, inspection plan and schedule, checklists and other inspection guidance tools.
- i. There shall be an annual plan for Group internal audit(s) and inspections, which, when necessary, shall be adjusted to reflect the results of the previous Group internal audits and inspections.
    - a) The GMB should use the ASC Audit manual or pre-audit checklist as the basis for internal inspections.
  - ii. Schedules and results of Group internal audits and inspections shall be communicated to Group Members.
    - a) Unannounced inspections<sup>8</sup> shall not, by definition, require notice to Group Members.
  - iii. Internal inspections of every individual site of Group Members shall take place at minimum once a year, and prior to the CAB external audits (initial, surveillance and re-certification).
    - a) Sites with any major non-conformity either detected in an internal inspection or external audit by the CAB shall be inspected more than once before the next Group internal audit.
  - iv. Internal inspections of individual sites shall take place when the sites are in production (e.g. not during fallow period)
  - v. Within a certification cycle, every single site shall be internally inspected at least once during a harvesting period to allow for inspection of all requirements applicable to the site
  - vi. At least 20% of the Group's yearly internal inspections of individual sites shall be unannounced
  - vii. A Group internal audit of the GMB must be conducted on a yearly basis
  - viii. Only trained and qualified Group internal auditors and inspectors shall conduct Group internal audits and internal inspections, and evaluate the results of those
  - ix. Group internal auditors and inspectors shall conform to the qualifications and competencies described in Group certification Annex C2
  - x. All personnel carrying out or managing internal audits and inspections and site conformity decisions, shall prove impartiality and declare all potential conflict of interest prior to involvement in those activities
  - xi. The decision on the conformity of an individual site to the ASC Standard and Group requirements shall be taken by an individual or a committee who was not involved in the site inspection and shall be based on the objective evidence obtained during the site inspection
  - xii. Classification and treatment of findings of Group internal audit and inspection should follow the rules for external audits findings (ASC Certification and Accreditation Requirements – section 18)

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<sup>8</sup> See definition of "Unannounced inspection" in Annex A.

- xiii. The GMB shall inform the CAB within maximum seven (7) days of any critical or major non-conformity detected during the Group internal audits and internal inspections, and of any major events that have an effect on Group's compliance status with the ASC requirements (e.g. disease outbreak, natural disaster, serious incidents, changes to the Group's practices)
  - xiv. The consequences of non-conformities and sanctions shall be made clear to Group Members
- C2.2.3.3. Procedures for identifying and segregating products at all stages within the unit of certification, and products that are not included in the unit of certification.
- i. There shall be a full product flow and production records of each production unit (pond/cage/pen/tank/raceway/line) within individual sites and within the unit of certification
  - ii. Certified products shall be identified and segregated at all stages of production within the unit of certification, to prevent mixing with non-certified product before the start of the ASC/MSC certified chain of custody
  - iii. The GMB shall define conditions under which products must be segregated, and measures to be taken to prevent from direct or indirect mixing
  - iv. There shall be a process in place to detect and handle non-conforming product<sup>9</sup> to prevent its unintended use and delivery
  - v. Engagement with intermediary traders in delivering certified product from Group Members' sites to the GMB shall be prohibited
  - vi. Delivery of certified product from individual sites to a central place of the GMB, if so arranged, shall be under strict supervision by GMB's (appointed) personnel. The following records shall be kept:
    - a) Transportation means
    - b) Transportation number
    - c) Time of harvest/dispatch/arrival
    - d) Volumes (kg live weight, size)
    - e) Transportation route
    - f) Seal number
    - g) Responsible person for transportation
  - vii. All associated records shall be kept, to allow products to be traced back from the start of the ASC/MSC certified chain of custody back to the production unit (i.e. cage/net/pen/pond/ tank/raceway/line). See Group certification Annex C3 – Delivery of ASC certified product by Group Members

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<sup>9</sup> See definition of "Non-conforming product" in Annex A.

- viii. If the unit of certification has a separate ASC/MSC Chain of Custody (CoC) certificate, the above requirements (C2.2.3.3.i-vii) shall not apply
- ix. The GMB shall have a separate ASC/MSC CoC certification if it handles both certified and non-certified product.
  - a) The separate ASC/MSC CoC certification shall be carried out by the same CAB that certifies the Group.
    - 1. If the ASC/MSC CoC certification by another CAB was obtained before applying for Group certification, the GMB shall request transfer of the CoC certificate to the same CAB that will be certifying the Group.

C2.2.3.4. Procedures for application and enforcement of sanctions that include but are not limited to:

- i. Types of events that may result in sanctions, where among others:
  - a) Critical and/or major non-conformity detected during an internal inspection or external audit.
  - b) Misuse or abuse of ASC logo.
  - c) Sales of non-certified product as ASC certified.
  - d) Breach of any other applicable requirements specified in this document and other documents of the Group (e.g. Contract/agreement).
- ii. Sanction measures shall correspond to types of events and their severity. Those include but are not limited to:
  - a) Product segregation and/or blocking of product from entering the chain of custody as ASC certified
  - b) Site suspension and/or withdrawal
  - c) A critical or major non-conformity at a site, raised either by the CAB or internal inspectors, shall result in:
    - 1. Product harvested from the affected site between the date of detection and the date of closeout of the major non-conformity being considered as non-certified.
    - 2. A suspended site shall be withdrawn from the scope of certification if the suspension is not lifted at a given time.
- iii. The GMB shall be responsible for monitoring the implementation of actions to close out non-conformities raised in Group internal audits/inspections and external audits by the CAB.

C2.2.3.5. Procedures for complaints and appeals that include:

- i. Group Members shall have the right to complain and appeal against non-conformities raised during internal inspections and consequential sanctions by the GMB.
- ii. All complaints and appeals (from within and outside the Group) brought to the attention of the Group shall be recorded, tracked and trends analysed by the GMB as well as reviewed during management reviews to utilise them for continual improvement.

C2.2.3.6. Procedures for management review that include:

- i. A review of the Group's unit of certification as a whole on a regular basis, but not less than once every 12 months from the date of the first review before the ASC initial group certification audit.
- ii. The management review shall cover as a minimum the following topics:
  - a) Results of Group internal audits, internal inspections, external audits and associated actions to close any raised nonconformities.
  - b) Collective issues faced by majority of Group Members within the unit of certification (e.g. disease, quality of production inputs, sales of certified product).
  - c) Received complaints and appeals and how resolution(s) was/were reached.
  - d) Effectiveness of sanctions implemented.
  - e) Improvements made and/or planned to be implemented.
- iii. Conclusions and agreements reached during the management review shall be documented by the GMB and distributed to all Group Members.

C2.2.3.7. Procedures for document management that include as a minimum:

- i. Documents shall be approved by a designated individual and contain an identifier signifying that it is the current approved version.
- ii. Obsolete documents should be retrieved and disposed of or marked accordingly to prevent confusion and mistakes.
- iii. Documents for the Group shall be in a language common to all Members of individual sites and their workers.
  - a) In cases of translations, the GMB shall ensure that those are synchronised with the original language.
- iv. A master list of all applicable internal and external documents (e.g. regulations, standards, procedures) shall be maintained and be up-to-date at all times.
- v. Documents shall be reviewed regularly to enable continuous improvements of the IMS

C2.2.3.8 Procedures for records management that shall specify record type within the Group, associated retention time, location and access rights to retrieve the records.

- i. The GMB shall keep the following records as a minimum:
  - a) Group Sites Register.
  - b) Signed agreements with Group Members, all amendments and revisions.
  - c) Contracts with CABs, all amendments and revisions.
  - d) Training records.
  - e) Group internal audit and inspection reports, including corrective actions and evidence of close-out of non-conformities.
  - f) Management review reports.
  - g) Records of purchasing and distributing production inputs within the unit of certification, if applicable.
  - h) Delivery notes of certified product of each site and within the unit of certification for each delivery.
  - i) Records of all sales of ASC certified products (Group certification Annex C4 – Template for recording Group's sales of ASC certified products).

- j) Records received complaint(s) and appeal(s); and how their resolution(s) was/were reached (Annex C5 – Template for Complaints and Appeals Log).
    - ii. The GMB shall ensure that all records required by the applicable ASC standard are kept.
      - a) The GMB shall assume responsibility for maintaining the records of individual Group Members who are not able to handle records (e.g. due to illiteracy).
- C2.2.3.9. Procedures for training on relevant topics, for relevant positions and Group Members.
- i. Qualifications and training requirements for all personnel involved at the GMB and at individual sites shall be defined.
  - ii. An annual training plan shall be developed and shall include training on requirements of the ASC Standard, requirements for obtaining and maintaining certification, IMS requirements, technical knowledge required for farm operations, emergency response and handling.
  - iii. Training shall be delivered by qualified competent trainers, who have been selected by the GMB based on documented procedures.
- C2.2.3.10 Procedures for communications with Group Members and external parties (CAB, ASC, Accreditation Body - ASI) that includes:
- i. Communications between the GMB and those operating individual sites within the unit of certification.
  - ii. Communications within the GMB, among Group internal auditors/inspectors, the ASC Representative, committee(s) and other members of the GMB, and
  - iii. Communications with and by GMB decision-makers.
  - iv. Failure by the GMB to provide the CAB with the information (e.g. addition and removal of sites, major non-conformities, major events) in the time specified shall lead to suspension of the Certificate until such time that corrections are completed to the satisfaction of the CAB.

### **C3. Agreement between the Group Management Body and Group Members**

C3.1. There shall be a written agreement signed between the GMB and each Group Member.

C3.1.1. There shall be one (1) legally binding agreement per Group Member covering the site(s) included in the scope of Group certification.

C3.1.2. The agreement shall be written in a language common to the contracted party and Group Members shall understand what is required of them.

C3.1.3. The agreement shall include but is not limited to the following provisions:

- C3.1.3.1. Each individual Group Member shall commit to comply with applicable ASC standard and certification requirements

- C3.1.3.2. Location of the site(s) to be included in the scope of Group certification
- C3.1.3.3. When GMB applies sanctions to a Group Member's site, no claim of ASC certification or 'ASC certified product' shall be made (starting from the effective date of the sanctions) by the individual site/Group Member and/or by any buyers of raw material from the affected site.
- C3.1.3.4. Authorisation for the GMB to initiate changes shall be defined.
- C3.1.3.5. Group Members shall be subject to internal inspections and external audits by the CAB, accreditation body (ASI) and visits by ASC or its appointed person(s)/party(-ies).
  - i. Within two (2) hours, Group Members shall grant access to these parties in case of unannounced internal inspections and external audits/visits.
- C3.1.3.6. Group Members shall report to the GMB any intentional or unintentional major non-conformities or major events.
- C3.1.3.7. Sanctions shall apply in case of breach of the agreement.
- C3.1.3.8. In addition to C3.1.3.1-C3.1.3.7, arrangements between the GMB with contracted farms (if practiced) shall be transparent and fair as specified in Annex C6 – Contract farming agreement between GMB and Group Members.

C3.2. Each Group Member shall have a copy of the signed agreement.

#### **C4. Requirements for Group Membership**

C4.1. Group membership for ASC Group certification shall be voluntary while:

C4.1.1. Group Members may terminate their membership at any time.

C4.1.2. An outgoing Group Member with a pending sanction issued by the GMB or the CAB may request to be re-admitted to the Group or join another Group after 12 months from the date of leaving.

- a) The GMB shall only re-/admit the Member to the (new) Group if the root causes of the sanction have been addressed.

C4.2. All Group Members shall have all the following characteristics:

C4.2.1. Be small-scale producers.

- a) Medium and large-scale producers may join the Group and comply with all requirements as a Group Member but every site shall each be subject to external audits.

C4.2.2. Be inspected and audited against the same ASC standard.

C4.3. Group Members may register one or more sites that they legally operate to be in the unit of certification of the Group.

C4.4. Group Members shall only join one unit of certification at a time.



C4.5. Upon request of the CAB, accreditation body, ASC or any party on ASC's behalf, Group Members shall provide access to documentation and records of sites that have been removed for any reasons (withdrawn, cancelled/expired) up to 12 months after the removal.

## **C5. Application for Group certification**

C5.1. The GMB shall have records of implementing requirements for Group certification for at least one growing cycle of the species seeking certification or six (6) months, whichever is shorter.

C5.2 The GMB shall plan for the initial audit in a way that all sites to be included in the scope of certification, shall be in production at the time of the initial on-site audit by the CAB.

C5.3 All sites to be included in the unit of certification shall have been internally inspected, and:

C5.3.1. There shall be no open critical or major non-conformity of any sites.

C5.3.2 All sites shall have production records as required by the applicable ASC standard.

C5.4 The GMB shall inform the CAB if it (including any of its constituent Group Members / individual sites) has had its/their ASC certification suspended or withdrawn by any other CAB within the past 12 months.

## **C6. Use of Certification Trademarks**

C6.1. The use of ASC certification trademarks is regulated in the ASC Logo Licence Agreement.

C6.2. The GMB shall be eligible to apply to use the ASC logo and trademark after it has been issued a certificate by an accredited CAB.

C6.2.1. Product from Group Members may be sold into a certified chain of custody By the GMB once it has signed a Logo License Agreement with ASC.

C6.2.2. Individual Group Members are not eligible to enter into a Logo License Agreement with ASC (See also C7.3).

## **C7. Commercialisation of Group's product**

C7.1. The GMB shall declare to the CAB in the certification application if it handles both ASC certified and non-certified products<sup>10</sup>.

C7.1.1. GMB shall notify the CAB within seven (7) days of the decision to handle non-certified product.

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<sup>10</sup> See definition of "Non-certified product" in Annex A.

- C7.1.2. The Group unit of certification shall have a separate ASC/MSC CoC certification, if it handles both ASC certified and non-certified products (See C2.2.3.3.ix).
- C7.2. All sales of ASC certified product of the unit of certification shall go through the GMB.
- C7.2.1. Each sale shall be fully recorded in terms of date of sale, volumes, size, sites, production units, stocking and harvesting dates, transport/storage details, names of buyers.
- C7.2.2. Those sales shall be made transparent with Group Members and CABs or ASC and ASC appointed accreditation body (ASI) and person(s).
- C7.2.3. When selling ASC certified products, the GMB shall be responsible for product eligibility.
- C7.3. Group Members may sell their product individually but only as non-certified.
- C7.3.1. Group Members shall report to the GMB on a monthly basis of any direct sales of their product that include date, volumes, product size, production units.
- C7.3.1.1. Group Members shall keep all records of any direct sales of non-certified product (Annex C7 – Group Members’ Direct Sales Log).
- C7.3.2. Failure by a Group Member to inform the GMB in due time of the sales of the conventional product shall result, as a sanction, in the removal of the particular Group Member from the unit of certification for compliance reasons.

# Annex C - 1 - GROUP SITES REGISTER

GMB can develop its own template containing as a minimum the following information:

|  |
|--|
| Name of Group Certificate Holder                                 |
| Certificate Number   |
| Address of the Group Management Body                             |
| Name of responsible person for sites registration and monitoring |
| Position:  |
| Email:   |
| Phone:   |
| Date of last update  |

Each site is entered separately (per row)

| # | Full names of Group Member | Group Member address | Number of sites       |  | Name of sites in scope of Group certification | Site GPS (longitude and latitude) | Site license number/ID of the site | Highest number of full-time workers in past 12 months | Highest number of seasonal workers in past 12 months | Production type (mono-poly/culture) | Non-certified species | Certified species (Latin/English name) | Production methods (extensive/semi-intensive/super intensive) | Production system (cage/net/pen/pond/raceway/line) | Number of pens/cages/ponds/tanks/etc. of the site | Production area (ha) | Culture area (ha) | Site layout map available | Data being added to scope of Group certification | Date of removal/cancellation | Reasons of removal/leaving |  |
|---|----------------------------|----------------------|-----------------------|--|---|-----------------------------------|------------------------------------|---|--|-------------------------------------|-----------------------|--|---|--|---|----------------------|-------------------|---------------------------|--|------------------------------|----------------------------|--|
|   |                            |                      | Owned by Group Member | Included in scope of Group certification |   |                                   |                                    |   |  |                                     |                       |  |   |  |   |                      |                   |                           |  |                              |                            |  |
|   |                            |                      |                       |  |   |                                   |                                    |   |  |                                     |                       |  |   |  |   |                      |                   |                           |  |                              |                            |  |
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## Annex C - 2- COMPETENCE REQUIREMENTS FOR GROUP INTERNAL AUDITORS AND INSPECTORS

A **Group internal auditor** carries out audits of the Group IMS against the requirements in the Group Certification document and is required to produce internal audit reports.

An **internal inspector** carries out inspection of the Group Members' sites against the ASC standards and is required to produce internal inspection reports.

| Requirements  |  | Group internal auditor | Internal inspector | Note |
|---|--|------------------------|--------------------|------|
| Knowledge and qualification   |  |                        |                    |      |
| <b>1. Education</b>   | a) The individual shall have at least a post-high school diploma.  |                        |                    |      |
|   | b) In exceptional cases practical experience can be regarded as equivalent. These cases shall be documented.   | x                      | x                  |      |
| <b>2. Knowledge/ understanding of organisational situations</b>                   | The individual shall have knowledge of general business processes and shall understand the workings of organisations in relation to size, structure, function and relationships.   | x                      | x                  |      |
|   | The individual shall understand the social, economic and cultural relationships in worker communities.   |                        | x                  |      |
| <b>3. Knowledge / understanding of management systems and reference documents</b> | The individual shall have a general knowledge of management systems standards (such as ISO 9001), applicable procedures or other management systems documents used as audit criteria.  | x                      |                    |      |
| <b>4. Audit/ Inspection training</b>  | <p>The individual shall have successfully completed an Internal Auditor training course based on ISO 19011 principles that has a minimum duration of sixteen (16) hours.</p> <p>The certificate must specify the course content and duration. Successful completion must be indicated on the certificate.</p> <p>The course provider shall be accredited by the International Register of Certified Auditors (IRCA) or equivalent.</p> | x                      |                    |      |

|  |   |   |                |
|--|---|---|----------------|
| <b>OR</b><br>The individual shall have successfully completed an Internal Auditor and Inspector training course that has been approved by ASC.   |   |   |                |
| The individual shall have successfully completed an Internal Auditor and Inspector training course that has been approved by ASC.<br><b>OR</b><br>The individual shall have successfully completed a training of at least 16 hours delivered by a qualified (internal) auditor.                |   | x |                |
| The individual shall have been trained on the ASC applicable standard.   | x | x |                |
| The individual shall have successfully completed a training course on ASC certification requirements for Group certification   | x | x | When available |
| The individual shall have undertaken and successfully completed the 'ASC Farm Traceability' online training module.  | x |   | When available |
| The individual shall be trained on farm traceability module by a qualified (internal) auditor.   |   | x |                |
| The individual shall have completed the ASC training for new requirements as specified by the ASC and on changes to legislation, codes, relevant labour conventions as appropriate.  | x |   |                |
| The individual shall have completed the ASC training for new requirements and on changes to legislation, codes, relevant labour conventions as appropriate delivered by a qualified (internal) auditor.  |   | x |                |
| The individual shall have successfully completed a training course for auditing social requirements provided by a certification body or professional training institution specialised in social auditing (only applicable to internal auditors auditing social requirements of ASC standards). |   | x |                |

| Work and audit/inspection Experience   |   |   |   |  |
|--|---|---|---|--|
| <b>5. Work experience</b>              | The individual shall have experience relevant to the business being audited or site being inspected.  | x | x |  |
| <b>6. Audit/ Inspection Experience</b> | The individual shall have undertaken at least one audit or inspection in the last 2 years against any other aquaculture certification scheme as an acting auditor or inspector, shadowed and signed off by a competent internal auditor or inspector. | x | x |  |
|  | The individual shall have an internal audit/inspection witnessed by a qualified internal auditor/inspector no less than once in each two (2) year period.   | x | x |  |
| Skills and personal attributes         |   |   |   |  |
| <b>7. Writing skills</b>               | The individual will produce clear and accurate reports on audit/inspection findings.  | x | x |  |
| <b>8. Oral presentation skills</b>     | The individual shall have good oral communication skills, which makes him/her understood by the intended audience.  | x | x |  |
| <b>9. Organisational skills</b>        | The individual shall have good organisational and time management skills.   | x | x |  |
| <b>10. Facilitation skills</b>         | The individual shall have skills to ensure effective communication between themselves and other people.   | x | x |  |
| <b>11. Interviewing skills</b>         | The individual shall be experienced in different types of interviewing techniques.  | x | x |  |
| <b>12. Language skills</b>             | Unless accompanied by an independent interpreter, the individual shall be a fluent speaker and reader of the language(s) used by managers, administrators and workers of the organisation being audited or inspected.                                 | x | x |  |
| <b>13. Detection skills</b>            | The individual shall have knowledge and skills to detect and document evidence of non-conformities.   | x | x |  |
| <b>14. Listening</b>                   | The individual shall understand and interpret verbal and non-verbal communication.  | x | x |  |
| <b>15. Numeracy</b>                    | The individual shall understand and interpret number systems and their significance.  | x | x |  |

|                      |   |   |   |  |
|----------------------|---|---|---|--|
| <b>16. Reading</b>   | The individual shall understand and interpret written material related to the topics of audit/inspection.   | x | x |  |
| <b>17. Versatile</b> | The individual will be able to adjust readily to different situations and to effectively resolve conflict and arrive at consensus agreement as far as possible. | x | x |  |
| <b>18. Ethical</b>   | The individual will be fair, truthful, unbiased, sincere, discreet, trustworthy and honest.   | x | x |  |
|                      | The individual will possess a high level of integrity, particularly in relation to bribery and corrupt practices.   | x | x |  |

### Annex C - 3 - DELIVERY OF ASC CERTIFIED PRODUCT BY GROUP MEMBERS

GMB can develop its own template containing as a minimum the following information:

|  |  |        |  |
|--|--|--------|--|
| Name of Group Certificate Holder           |  |        |  |
| Certificate Number                         |  |        |  |
| Address of the Group Management Body (GMB) |  |        |  |
| Name of sales responsible person:          |  |        |  |
| Position in the GMB                        |  |        |  |
| Email:                                     |  | Phone: |  |

Each entry denotes a delivery from a Member Group from a site

| # | Date of receipt by GMB | Place of receipt/delivery | Transportation data   |                  |   | Site data   |                                    |                                   | Harvest data    |                            |                        |      |                           |
|---|------------------------|---------------------------|---|------------------|---|---|------------------------------------|-----------------------------------|-----------------|----------------------------|------------------------|------|---------------------------|
|   |                        |                           | Transport type (N/A, lorry/cold truck, wellboat/boat, etc.) | Transport number | Party responsible for transportation (buyer, GMB, Group Member) | Received ASC certified product from site(s) name(s) | Site license number/ID of the site | Site GPS (longitude and latitude) | Date of harvest | Volume (live weight in kg) | Counts (if applicable) | Size | Production unit number(s) |
|   |                        |                           |   |                  |   |   |                                    |                                   |                 |                            |                        |      |                           |
|   |                        |                           |   |                  |   |   |                                    |                                   |                 |                            |                        |      |                           |
|   |                        |                           |   |                  |   |   |                                    |                                   |                 |                            |                        |      |                           |
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|   |                        |                           |   |                  |   |   |                                    |                                   |                 |                            |                        |      |                           |



## Annex C - 4 - GROUP'S SALES OF ASC CERTIFIED PRODUCTS

GMB can develop its own template containing as a minimum the following information:

|   |  |                   |  |
|---|--|-------------------|--|
| <b>Name of Group Certificate Holder:</b>                                      |  |                   |  |
| <b>Certificate Number:</b>  |  |                   |  |
| <b>Address of the Group Management Body</b>                                   |  |                   |  |
| <b>Name of responsible person for selling Group's ASC certified products:</b> |  |                   |  |
| <b>Position within the UoC:</b>   |  |                   |  |
| <b>Email:</b>   |  | <b>Phone</b><br>: |  |

| # | Date of delivery | Place of delivery | Name of buyer/<br>buying company | Type of product | Amount<br>(in kg) | Size | Group Member's details              |   |                |               |                                |
|---|------------------|-------------------|----------------------------------|-----------------|-------------------|------|-------------------------------------|---|----------------|---------------|--------------------------------|
|   |                  |                   |                                  |                 |                   |      | Product of<br>(Group Member's name) | Product from<br>(Name of Member's site) | Site longitude | Site latitude | Product harvested on<br>(date) |
|   |                  |                   |                                  |                 |                   |      |                                     |   |                |               |                                |
|   |                  |                   |                                  |                 |                   |      |                                     |   |                |               |                                |
|   |                  |                   |                                  |                 |                   |      |                                     |   |                |               |                                |
|   |                  |                   |                                  |                 |                   |      |                                     |   |                |               |                                |
|   |                  |                   |                                  |                 |                   |      |                                     |   |                |               |                                |
|   |                  |                   |                                  |                 |                   |      |                                     |   |                |               |                                |
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|   |                  |                   |                                  |                 |                   |      |                                     |   |                |               |                                |
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## Annex C - 5 – GROUP COMPLAINTS AND APPEALS LOG

GMB can develop its own template containing as a minimum the following information:

|  |               |
|--|---------------|
| <b>Name of Group Certificate Holder:</b>                               |               |
| <b>Certificate Number:</b>   |               |
| <b>Address of the Group Management Body</b>                            |               |
| <b>Name of responsible person for handling complaints and appeals:</b> |               |
| <b>Position within the UoC:</b>  |               |
| <b>Email:</b>  | <b>Phone:</b> |

| # | Complaint/Appeal received from (person's name/organisation) | Date of receipt | Complaint/appeal sent to | Complainant is the UoC? (Y/N) | Summary of complaint/appeal | Proposed resolution | Date proposed to complainant | Accepted by complainant? (Y/N) | Date of accepted |
|---|---|-----------------|--------------------------|-------------------------------|-----------------------------|---------------------|------------------------------|--------------------------------|------------------|
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## Annex C - 6 - CONTRACT FARMING<sup>11</sup> AGREEMENT BETWEEN THE GMB AND GROUP MEMBERS<sup>12</sup>

### Normative

The listed information below shall be followed and included in the contract documents.

- The contract shall be written in a language common to the contracted parties.
- The contract shall be written to be enforceable in a court of law of the country in which the contracted parties operate.
- The contract shall define the parties by legal identity, signatory name, address, and contact details. Signatures shall be clearly visible on copies held by all parties.
- The contract shall define a starting date and an ending date.
- The contract shall identify the location of the farm the product is expected from, including the size of the total production area covered under the contract.
- The contract shall clearly specify the product in terms of both quality and quantity. Quality definitions shall be written in terms that are open to verification of the quality definition by all parties of the contract. If the contract includes quota (either a minimum or a maximum), the contract shall also establish the consequences of not meeting minima quota or exceeding maxima quota.
- The contract shall state the time and manner of delivery of the product.
- The contract shall clearly establish prices, or price calculation formulas (including price adjustments related to variations in quality, quantity or time of delivery), payment obligations and terms of payment.
- If credits and/or inputs are provided by the contracting party to the contracted party, the terms, under which these are delivered and priced or valued, shall be clearly defined and not be above interest rates prevailing on the open market.
- The contract shall clearly indicate mutual obligations of all parties and spell out sanctions or consequences of not upholding them.
- Arrangements covering insurance shall be defined in the contract, or any absence of these shall be clearly mentioned.
- The contract shall indicate the consequences of major failures to uphold commitments made in the contract, such as non-delivery of product and/or non-payment for received product, so-called “acts of God” (on the side of the contracted party), or bankruptcy (on the side of the contracting party).

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<sup>11</sup> See definition of “Contract farming” in Annex A.

<sup>12</sup> Adapted from Appendix III Part A of the ASC Shrimp Standard version 1.0, 2014, which was based on FAO and GIZ guidance.

- Intermediate changes to contract conditions are communicated on paper and come with the right of either party to terminate the contract.
- The contract shall refer to a dispute settlement mechanism or to an arbitrator to resolve disputes accessible to the contracted party. This can be a government agency, authority, or civil society organisation without a direct stake in the outcome of the contracted agreement.
- The contract shall define termination arrangements, review procedures, (intermediate) monitoring arrangements and under what circumstances and conditions a contract is transferable.

## Annex C - 7- GROUP MEMBER'S DIRECT SALES

GMB can develop its own template containing as a minimum the following information:

|  |               |
|--|---------------|
| <b>Name of Group Member:</b>             |               |
| <b>Address:</b>                          |               |
| <b>Email:</b>                            | <b>Phone:</b> |
| <b>Name of Group Certificate Holder:</b> |               |
| <b>Certificate Number:</b>               |               |

| # | Date of sale/harvest | Name of buyer /buying company | Amount (in kg) | Size of product | Product from site (name/ID of site) | Site longitude | Site latitude | Production unit (number/ID) | Note |
|---|----------------------|-------------------------------|----------------|-----------------|-------------------------------------|----------------|---------------|-----------------------------|------|
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