



710 Striker Avenue, Sacramento, CA 95834 (Tel. 916.246.2806)

## Terms of Certification - BRC

- I. Certificate Use and Ownership
  - A. Terms of Use
    1. The certificate is valid for 6 or 12 months depending upon the certification grade.
    2. Certificates are granted for the following grades:
      - a. AA, AA+ – Recertification required in 12 months
      - b. A, A+ – Recertification required in 12 months
      - c. B,B+ – Recertification required in 12 months
      - d. C,C+ – Audit required in 6 months
      - e. D,D+ – Revisit required within 28 calendar days, audit in 6 months
  - B. Ownership
    1. The certificate remains the property of Safe Food Certifications, LLC and may not be altered in any way.
    2. The certificate may be revoked according to terms for suspension and withdrawal and must be returned to Safe Food Certifications upon request.
- II. BRC Logo Use
  - A. Terms of Use
    1. Companies that achieve BRC certification and have NO exclusions from their scope are qualified to use BRC logo on site stationery and other marketing materials. Information and conditions relating to the use of BRC logo is available at <http://www.brcglobalstandards.com>
    2. The BRC logo is not a product certification mark and shall not be used on products or product packaging. Any certification site found to be misusing the mark will be subject to the BRC complaints/referral process and may risk suspension or removal of its certification.
    3. A site no longer certificated because of certificate expiry, withdrawal of suspension shall no longer use the logo or certificate claiming certification.
  - B. Ownership



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1. The BRC logo is the property of the British Retail Consortium and licensed to Safe Food Certifications, LLC for the purpose of certifying Suppliers to the Global Standard for Food Safety.

### III. Safe Food Certifications Logo

#### A. Terms of Use

1. The Supplier may use the Safe Food Certifications logo, the property of Safe Food Certifications, LLC on stationary and marketing materials:
  - a. Supplier must not use the Safe Food Certifications logo as a product certification mark; and
  - b. Supplier must not use the Safe Food Certifications logo on any products or packaging.

### IV. Conditions for Suspension and Withdrawal of Certification

#### A. Suspension

1. Conditions for suspension include the following:
  - a. Supplier fails to achieve an "AA,AA+","A,A+" "B,B+", "C,C+" or "D,D+" grade upon recertification;
  - b. Supplier uses the BRC mark or logo on products or products packaging; BRC logo shall not be used on products or product packaging;
  - c. The Supplier's food safety and/or quality system persistently or seriously fails to meet certification scheme requirements;
  - d. Supplier does not allow for surveillance or recertification audits to be conducted within specified timeframe upon notification by Safe Food Certifications;
  - e. Supplier fails to take corrective action within the required timeframe or corrective action is determined not acceptable; and
  - f. Supplier fails to issue payment for certification services provided in accordance with terms of Certification Services Agreement.
2. Supplier notification and terms of suspension include the following:



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- a. Safe Food Certifications shall notify Supplier of suspension in writing including reason for action and effective date;
  - b. Safe Food Certifications shall notify BRC of Supplier suspension and amend the status of certification on the BRC Directory to reflect a "suspended" status including reason and effective date;
  - c. Supplier shall not use, refer to, or warrant as holding BRC certification during the term of suspension; and
  - d. Supplier shall not use stationary or marketing materials which bear reference to the BRC logo or certification.
3. Conditions to remove suspension include the following:
- a. Supplier shall provide a written, detailed corrective action plan outlining corrective action to be taken within 48 hours of receiving notice of suspension;
  - b. Safe Food Certifications shall conduct an on-site audit to verify implementation of corrective actions within 30 days of receiving corrective action response;
  - c. Safe Food Certifications shall conduct a re-audit of Supplier's facility within 6 months of suspension to evaluate Supplier's food safety and/or quality system against scheme requirements;
  - d. Payment of monies owed within sixty (60) days of issued suspension; and
  - e. Safe Food Certifications shall remove suspension and notify the BRC upon successful implementation of corrective actions and/or payment of monies owed.
- B. Withdrawal
1. Conditions for withdrawal include the following:
    - a. The Supplier's food safety and/or quality system persistently or seriously fails to meet certification scheme requirements;
    - b. Supplier fails to respond to corrective action requirement and implement within required timeframe when placed on suspension;
    - c. Supplier falsifies records;



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- d. Supplier uses the BRC mark or logo on products or products packaging; BRC logo shall not be used on products or product packaging;
  - e. Supplier fails to remedy payment within 60 days of suspension notice; and
  - f. Supplier ceases business activity or files bankruptcy.
2. Supplier notification and terms of withdrawal include:
- a. Safe Food Certifications shall immediately amend the status of certification on the BRC Directory to reflect a “withdrawn” status including reason and effective date;
  - b. Safe Food Certifications shall notify Supplier of certificate withdrawal in writing including reason for action and effective date;
  - c. Supplier shall return to Safe Food Certifications the BRC certificate and electronic copy of the BRC logo; and
  - d. Supplier shall no longer use stationary or marketing materials which bear reference to the BRC logo or certification.
- C. Disposal of prior or obsolete certificates
- a. After receiving a new certificate that would have an expiration date of one year from the anniversary date of first audit plus 42 days, discard the old certificate and related documents.
- V. Change of Certification Body
- A. When a Supplier changes their Certification Body (CB), the certificate of registration issued by the former CB remains valid until the documented certification window and/or certificate expiration date (a prior approval for an extension of audit window from BRC may be obtained in case of a likelihood of exceeding the mandatory certification window for the next recertification audit). The BRC site code and re-certification date are transferred with the Supplier to the new CB.
  - B. Transfer Procedure of Suppliers certification from one Certification Body (CB) to another CB where Safe Food Certifications is to undertake a pre-transfer review of the Supplier’s certification to:
    - 1. Confirm the Certificate of Registration is current, valid, and relates to BRC system;



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2. Confirm the Supplier's FSC (Food Sector Category) falls within the scope of accreditation;
  3. Confirm any complaints received are addressed;
  4. Review the Supplier's audit history (if possible) and the impact of any outstanding non-conformities; and
  5. Confirm the stage of the current certification cycle.
- C. Certificates with outstanding Critical and Major Non-conformities that have not been closed out, or Certificates known to have been suspended or withdrawn or under threat of suspension or withdrawal shall not be accepted for transfer until they are closed out to the satisfaction of the former CB.
- D. Where the decision is made to proceed with Certification, Safe Food Certifications shall:
1. Conduct the required audit (Recertification or Surveillance) consistent with the BRC program audit frequency and certification requirement;
  2. Issue a new Certificate of Registration under Safe Food Certifications that includes the name of Safe Food Certifications; and
  3. Ensure the Supplier retains its assigned BRC site code (i.e., the site code generated and assigned when the Supplier's site or facility was registered on BRC Directory first time by another CB. The BRC site code remains unchanged in the instance of a change of ownership.

### REFERENCES

1. BRC Global Standard for Food Safety, Issue 7 (2015)
2. BRC 004: Requirements for Certification Bodies Offering Certification Against the Criteria of the BRC Global Standards 2015