BRCGS Standard Agents & Brokers

Issue 3 Consultation Draft (January 2021)

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[1] BRCGS is a trading name of BRC Trading Ltd.

How this publication is organised?

This publication sets out the draft requirements for auditing and certification of food manufacturers to achieve certification for the *Global Standard for Agents & Brokers Issue 3.*

The document consists of the following sections:

Part I Introduction

Provides an introduction to this document and the consultation process.

Part II Requirements

Details the proposed requirements of the Standard with which a company must comply to gain certification.

Part III Summary of the Audit Protocol

Provides a summary of the key changes to the audit protocol.

Part I – Introduction

The information included in this consultation document has been developed and reviewed by working groups made up of international stakeholders representing agents & brokers, retailers, food service companies, brand owners, certification bodies and independent technical experts.

An important next step in the development of the Global Standard for Agents & Brokers Issue 3 is an extensive consultation to understand stakeholders' requirements and views on the draft proposals.

This document therefore contains the proposals for Issue 3 and is structured as follows:

- Section II – full details of the proposed requirements for Issue 3
- Section III – a summary of the key changes to the audit protocol

Stakeholders are encouraged to consider the details within this document and provide feedback on both the proposed requirements and the audit protocol, by email, to enquiries@brcgs.com using the feedback form provided.

The closing date for submission of feedback is **28th February 2021**.

This draft is for the purposes of consultation only and the requirements and protocol are subject to change.

Effective Date of Issue 3

As with all revisions of the Global Standards, there must be a transition period between consultation, publication of the complete, finalised Standard and full implementation of the Standard. Therefore:

- Issue 3 will be published in October 2021
- Certification against Issue 3 will commence from 1st April 2022.

All certificates issued against audits carried out prior to this date will be against Issue 2 and be valid for the period specified on the certificate.

Part II – Full details of the proposed requirements for Issue 3

Introduction to the Requirements

The format of the Standard

Each clause of the Standard begins with a highlighted paragraph in bold text, the 'statement of intent'. This sets out the expected outcome of compliance with the particular clause. This forms part of the audit and all companies must comply with the statement of intent.

Below this 'statement of intent', set out in a tabular format, are specific requirements which, if applied appropriately, will help to achieve the stated objective of the clause. The requirements shall form part of the audit and must be complied with, where applicable, in order for a certificate to be issued.

Non-applicable clauses

It is recognised, that the activities and services provided by brokers and agents or non-manufacturing service providers may vary considerably and that some of the services included within this Standard may not be offered by all companies applying for certification. Such services will be considered to be non-applicable and certification can still be provided on the basis of compliance with the remainder of the applicable requirements.

To ensure consistent understanding and application of the Standard, the sections which may be classified as non-applicable are identified by the background shading of the statement of intent. For example:

The clauses for statements of intent coloured as illustrated may be non-applicable to some organisations.

Documented procedures

In many instances, the Standard specifically states that requirements shall be satisfied by documented procedures, processes, plans or records, in others, this is implied. However, the definitions in the Standard glossary (e.g. procedure) clearly indicate that a documented system is required in these situations, as the company needs to be able to demonstrate that systems are in place, working consistently and that documents are available for reference when required

Any policies and documents must be written in sufficient detail to satisfy their purpose and must reflect the activities that happen in practice.

These documents can be hard copy (i.e. paper-based) or electronic.

1 Senior management commitment

1.1 Senior management commitment and continual improvement

The company's senior management shall demonstrate that they are fully committed to the implementation of the requirements of the ~~Global Standard for~~ Agents and Brokers Standard and to the operation of processes that facilitate product authenticity and legality, and the continual improvement of their product safety and quality management services.

Clause	Requirements
1.1.1	The company shall have a documented policy that states the company's intention to meet its obligation to supply safe, ~~and~~ legal and authentic products to the specified quality, and its responsibility to its customers. This shall be: • signed by the person with overall responsibility for the company • communicated to all staff.
1.1.2	The site's senior management shall define and maintain a clear plan for the development and continuing improvement of a product safety and quality culture within the company. This shall include: • defined activities involving all sections of the company that have an impact on product safety and quality. As a minimum, these activities shall be designed around: • communication within the supply chain and within the company • training • feedback from employees • performance measurement on product safety and quality related activities • an action plan indicating how the activities will be undertaken and measured, and the intended timescales • a review of the effectiveness of completed activities.
1.1.3	The company's senior management shall ensure that clear objectives are defined to maintain and improve the services ensuring product safety, product authenticity, legality and quality in accordance with the quality policy and this Standard. These objectives shall be: • documented and include targets or clear measures of success • clearly communicated to relevant staff • monitored, and the results reported at least six-monthly to the company's senior management.
1.1.4	Management review meetings, attended by the company's senior management, shall be undertaken at appropriate planned intervals, as a minimum annually, to review the company's performance against the Standard and the objectives set in clause 1.1.3. The review process shall include the evaluation of: • the previous management review action plans and timescales • the results of internal, second-party and/or third-party audits • any customer complaints and the results of any customer performance reviews

	• any incidents, corrective actions, out-of-specification results and non-conforming materials • supplier performance • the management of the systems for hazard and risk assessment (e.g. product safety system, HACCP or HACCP-based plan), food defence or product security, and authenticity of products • resource requirements. Records of the meeting shall be kept and documentation shall be used to revise the objectives, thereby encouraging continuous improvement. The decisions and actions agreed within the review process shall be effectively communicated to the appropriate staff, and actions implemented within the agreed timescales.
1.1.5	The company shall have a demonstrable system to ensure that significant product safety, product authenticity, legality and quality issues are brought to the attention of senior management to allow those issues requiring immediate action to be resolved.
1.1.6	The company's senior management shall provide the resources required to ensure the product safety, product authenticity, legality and specified quality of products supplied in compliance with the requirements of this Standard and its customers.
1.1.7	The company's senior management shall have a system in place to ensure that the company is kept informed of, and reviews, any emerging product safety, product authenticity, quality or legality issues, industry Codes of Practice and all relevant legislation applicable in the country where the product is intended to be sold or used.
1.1.8	Where required by legislation, the company shall be registered with, or approved by, the appropriate authority.
1.1.9	The company shall have a genuine, original, hard copy or electronic version of the current Standard available and shall be aware of any changes to the Standard or protocol that are published on the BRCGS website.
1.1.10	Where the company is certificated to the Standard, it shall ensure that announced recertification audits occur on or before the audit due date indicated on the certificate.
1.1.11	The opening and closing meetings of the audit for this Standard shall be attended by a senior manager of the site. If the most senior manager within the company is absent on the day of the audit because of other commitments, a nominated deputy ~~must~~shall be available (see clause 1.2.1).
1.1.12	The company's senior management shall ensure that the root causes of non-conformities identified at the previous audit against the Standard have been effectively addressed to prevent their recurrence.
1.1.13	The BRCGS logo and references to certification status shall only be used in accordance with the conditions of use detailed in the audit protocol section (Part III, section 6.1) of the Standard.

1.2 Organisational structure, responsibilities and management authority

The company shall have a clear organisational structure and lines of communication to enable the effective management of services ensuring product safety, product authenticity, legality and quality.

Clause	Requirements
1.2.1	The company shall have an organisation chart demonstrating its management structure. The responsibilities for the management of activities that ensure product safety, authenticity, legality and quality shall be clearly allocated and understood by the managers responsible. It shall be clearly documented who deputises in the absence of the responsible person.
1.2.2	The company's senior management shall ensure that all employees are aware of their responsibilities. Employees whose role or activity could affect product safety, integrity, legality or quality shall have access to documented work instructions or procedures and shall be able to demonstrate that work is carried out in accordance with these instructions.

2 Hazard and risk assessment

~~The company shall operate a product safety plan for the processes for which it is responsible. This shall be based on the principles of hazard and risk analysis, and shall be documented, systematic, comprehensive, fully implemented and maintained.~~

The company shall operate a product safety plan for the processes for which it is responsible. This shall be based on the principles of hazard and risk analysis including the Codex Alimentarius HACCP principles. The plan shall be documented, systematic, comprehensive, fully implemented and maintained.

Clause	Requirements
2.1	The person responsible for leading the hazard analysis shall be able to demonstrate competence in the understanding of hazard and risk analysis principles (e.g. HACCP principles) and their application. Where a team is used, the team members shall have knowledge of the hazard and risk analysis principles. In the event of the company not having appropriate in-house knowledge it may seek external expertise, but the day-to-day management of the product safety system shall remain the responsibility of the company.
2.2	Where the hazard and risk analysis study has been undertaken centrally, it shall be possible to demonstrate that the study has been verified to meet the specific activities of the local operations to which the study applies.
2.3	The hazard analysis, and the resulting procedures, shall have senior management commitment, and shall be implemented through the company's documented product safety and quality management systems.
2.4	The company shall define the scope of the hazard and risk analysis in terms of the products and services that are included. This shall include: • a description of the nature of products traded (e.g. canned fish, fresh produce, corrugated board, household chemicals such as bleach, cosmetics or household electric goods) • details of any particular specified storage or handling conditions (e.g. temperature control requirements or propensity to water damage) • a description of any services provided directly or arranged while the product is the responsibility of the company.
2.5	A process flow diagram shall be prepared to cover each step in the process from the purchase or acceptance of responsibility for products to acceptance of the products by the company's customer. As a guide, this should include the following where applicable: • import and export processes • product checks or testing • subcontracted transport or distribution • subcontracted storage of products • processes for damaged or rejected product • any subcontracted processes undertaken on products (e.g. relabelling or further processing).

2.6	The company shall identify and record all potential hazards associated with each step of the product flow. The company shall include consideration of the following types of hazard: • microbiological growth (e.g. resulting from temperature abuse of products that require temperature control, or exposure of unpacked products to environmental micro-organisms such as pathogens) • physical contamination (e.g. glass contamination, wood splinters from pallets, dust or pests) • chemical or radiological contamination (including product tainting) • physical damage (e.g. breakage, puncturing of packaging, water damage or electrical faults) • fraud (e.g. substitution or deliberate/intentional adulteration) • malicious contamination of products • allergens (e.g. cross-contamination during storage or transportation of open product in silos or tankers) • hazards impacting the functional integrity of packaging materials and their performance • any other hazards mandated by the customer or relevant regulatory authorities.
2.7	The company shall complete a documented risk analysis of the potential hazards in order to identify which need to be controlled. The following should be considered: • the likely occurrence of the hazard • the severity of the hazard (e.g. injurious to health, potential to cause food poisoning, rejection or a product recall) • existing prerequisite programmes that effectively prevent the hazard or reduce it to acceptable limits.
2.8	For each hazard that requires control, processes shall be established to ensure that subcontracted service providers effectively manage their operations to prevent or eliminate a significant hazard or reduce it to acceptable limits. Such processes may include: • specifications and contracts with subcontracted service providers • a review of HACCP or hazard and risk management plans operated by service providers to confirm that the identified hazard is being controlled.
2.8.1	Where controls are managed by HACCP or hazard and risk management plans operated by service providers, either the plans and controls shall be reviewed by a competent person to determine their effectiveness or the plans and controls ~~must~~ shall be within the scope of an accredited certification of the service provider. Contracts or trading agreements ~~must~~ shall ensure that any significant changes to the service provider's hazard and risk management plans are communicated to the company before the changes are implemented. Any changes shall be reviewed by a competent person to determine the ongoing effectiveness of the plan before the changes are implemented by the service provider. Records shall be maintained to demonstrate the results of these reviews.

2.9	There shall be effective processes to monitor and verify that the processes operated by subcontracted service providers are effectively controlling the hazards identified.
2.10	Corrective action plans shall be defined for instances where monitoring identifies a failure of the controls or where results indicate that products or services are out of specification.
2.11	The hazard and risk analysis shall be formally reviewed at least annually and whenever: • new product types are traded~~;~~ i.e. products with different characteristics from those included within the original study • new services or process steps are introduced • a new risk emerges • following a product recall, where the agent's or broker's processes are implicated. ~~The appropriate c~~Changes resulting from the review, shall be incorporated into the hazard and risk assessment and product safety and quality management systems. Where appropriate, the changes shall also be reflected in the company's product safety policy and product safety objectives.

3 Product safety and quality management system

3.1 Product safety and quality systems manual

The company's processes and procedures to meet the requirements of this Standard shall be documented to allow their consistent application, to facilitate training, and to support due diligence and the supply of a safe product.

Clause	Requirements
3.1.1	The company's ~~documented~~ procedures, working methods and practices shall be collated in a navigable and readily accessible system, in the form of a printed or electronic product safety and quality manual. Consideration shall be given to the need for translation into appropriate languages.
3.1.2	The product safety and quality manual shall be fully implemented, and the manual, or the relevant components of it, shall be readily available to relevant staff.
3.1.3	All procedures and work instructions shall be clearly legible, unambiguous, in the relevant languages and sufficiently detailed to enable their correct application by appropriate staff.

3.2 Document control

The company shall operate an effective document control system to ensure that only the correct versions of documents are available and in use.

Clause	Requirements
3.2.1	The company shall have a procedure to manage the documents that form part of the quality system. This shall include: • a list of all controlled documents, indicating the latest version number • the method for identifying and authorising controlled documents • a record of the reason for any changes or amendments to documents • the method for ensuring documents are maintained in good condition and are retrievable • a system for the replacement of existing documents when these are updated. Archived documents shall be retained for a defined period, taking into consideration any legal or customer requirements. Where documents are stored in electronic form these shall also be: • stored securely (e.g. with authorised access, control of amendments, or password protected) • suitably backed up to prevent loss.

3.3 Record completion

The company shall maintain genuine records to demonstrate the effective control of product safety, legality, integrity and quality.

Clause	Requirements
3.3.1	Records shall be legible, retained in good condition and retrievable. Any alterations to records shall be authorised and the justification for any alterations shall be recorded. Where records are in electronic form these shall be suitably backed up to prevent loss.
3.3.2	Records shall be retained for a defined period, taking into consideration any legal or customer requirements, the shelf life of the product or the usage of packaging materials. For food products this shall take into account, where it is specified on the label, the possibility that the shelf life may be extended by the consumer (e.g. by freezing). Records shall be stored securely (e.g. in designated storage with access restricted to authorised personnel). Records ~~must~~ shall be accessible in a timely manner.
3.3.3	Where records are held by third parties the company shall be able to obtain copies of the records typically within one working day (e.g. warehouse intake checks).

3.4 Customer focus and communication

The company shall ensure that any customer-specific policies or requirements are understood, implemented and clearly communicated to the relevant staff and the relevant suppliers of products and services.

Clause	Requirements
3.4.1	The company shall have a system for identifying whether customers have specific requirements. Where there are specific requirements, they shall be made known to the relevant staff within the company and kept up to date.
3.4.2	Where specific customer policies need to be enacted by the manufacturing, processing or packing site, the company shall have effective processes to communicate them to the relevant suppliers of products and services (e.g. product specifications, contracts with suppliers/service providers or codes of practice). Records shall be available to demonstrate that where the company has been notified of relevant requirements, these have been communicated to the relevant immediate suppliers, and there is supporting documentation to confirm that the suppliers have understood and implemented the requirements.

3.4.3	Where required by the customer, the company shall provide information to enable the last manufacturer or processor of the product to be approved. This shall include the identity of this manufacturer or processor.

3.5 Internal audit

The company shall be able to demonstrate that it verifies the effective application of its product safety and quality system and the implementation of the requirements of this Standard.

Clause	Requirements
~~3.5.1~~	~~There shall be a scheduled programme of internal audits throughout the year. The scope of the internal audit programme shall cover:~~ ~~• the implementation of the product safety and quality management system~~ ~~• the HACCP plan or product safety plan (i.e. the documents and output from section 2 of this Standard)~~ ~~• product security or food defence (see section 4.3)~~ ~~• product fraud mitigation plans (see clause 4.8.3)~~ ~~• the procedures implemented to achieve this Standard.~~ ~~The scope and frequency of the audits shall be established in relation to the risks associated with the activity and previous audit performance; all activities shall be covered at least annually.~~
3.5.1	There shall be a scheduled programme of internal audits. The programme shall include multiple audits scheduled at different audit dates spread throughout the year. The frequency at which each activity is audited shall be established in relation to the risks associated with the activity and previous audit performance. All activities shall be covered at least once each year. At a minimum, the scope of the internal audit programme shall include the: • the implementation of the product safety and quality management system • the HACCP plan or product safety plan (i.e. the documents and outputs from section 2 of this Standard) • product security or food defence (see section 4.3) • product fraud prevention plans (see clause 4.8.3) • procedures implemented to achieve the Standard. Each internal audit within the programme shall have a defined scope and consider a specific activity or section of the product safety activities. The frequency of the audit of each activity shall be established in relation to the risks associated with the activity and previous audit performance; all activities shall be covered at least annually.

3.5.2	Internal audits shall be carried out by appropriately trained, competent auditors, who are independent from the audited activity.
3.5.3	The internal audit programme shall be fully implemented. Internal audit reports shall identify conformity as well as non-conformity and the results shall be reported to the personnel responsible for the activity audited. Corrective actions and timescales for their implementation shall be agreed, and completion of the actions shall be verified in a timely manner.

3.6 Specification for products

Product specifications or information to meet legal requirements and to assist customers in the safe usage of the product shall be maintained and available to customers.

Clause	Requirements
3.6.1	Specifications shall be available for all products. They shall either be in the agreed format of the customer or, where this is not specified, include key data to meet legal requirements and assist the customer in the safe usage of the product.
3.6.2	The company shall seek formal agreement of specifications with the relevant parties. Where specifications are not formally agreed, the company shall be able to demonstrate that it has taken steps to ensure that formal agreement is in place.
3.6.3	Companies shall operate demonstrable processes to ensure that any customer-specified requirements are met. This may be by including customer requirements within buying specifications, or by undertaking further work on purchased product to meet the customer specification (e.g. sorting or grading of product).
3.6.4	Specifications shall be reviewed whenever products, packaging or suppliers change, or at least every 3 years. The date of review and the approval of any changes shall be recorded. The company shall seek formal agreement of any changes (in accordance with clause 3.6.2).

3.7 Traceability

The company shall be able to trace all product lots back to the last manufacturer and forward to the customer of the company.

Clause	Requirements
3.7.1	The company shall maintain a traceability system for all products, which identifies the last manufacturer or place of last significant change of the product (in the case of primary agricultural products this may be the packer). Records shall also be maintained to identify the recipient of each batch of product from the company. Where applicable, the traceability system shall meet legal requirements in the country of sale or intended use.

3.7.2	The company shall test the traceability system to ensure traceability can be determined back to the last manufacturer and forward to the customer. This shall include identification of the movement of the product through the chain from the manufacturer to receipt by the customer (e.g. each movement and intermediate place of storage). The company shall complete at least one traceability test annually. Where the agent or broker subcontracts activity to multiple service providers, additional tests may be required to confirm the effectiveness of the traceability system within the different supply chains. Where a company has multiple office locations, then at least one traceability test annually shall involve products traded or managed by each office. The traceability test shall include the reconciliation of quantities of product traded by the company for the chosen batch or product lot. Traceability should be achievable within 4 hours (24 hours when information is required from external parties).
3.7.3	Where product is further processed on behalf of the company, relabelled or returned, traceability shall be maintained.
3.7.4	The company shall ensure that its suppliers of products have an effective traceability system. Where a supplier has been approved based on a questionnaire, a legally enforceable contract or specification, or a historical trading relationship (instead of certification or audit), verification of the supplier's traceability system shall be carried out at the time of the initial approval of that supplier and then at least every 3 years.

3.8 Complaint handling

Customer complaints shall be handled effectively and the information used to reduce recurring complaint levels.

Clause	Requirements
3.8.1	All complaints shall be recorded and investigated, and the results of the investigation recorded. Corrective action appropriate to the seriousness and frequency of the problems identified shall be carried out promptly and effectively by appropriately trained staff.
3.8.2	Complaints arising from the action of a service provider or supplier shall be communicated to that supplier for further investigation. Corrective actions appropriate to the seriousness and frequency of the problems identified shall be agreed and the implementation confirmed with the relevant supplier or service provider.
3.8.3	Complaint data relating to products and services shall be analysed for significant trends. Where there has been either a serious complaint or a significant increase in incidences of a complaint, root cause analysis shall be undertaken and used to implement ongoing improvements to product safety, legality and quality, and to avoid recurrence. This analysis shall be made available to the relevant staff, suppliers and/or service providers.

3.9 Corrective and preventive actions

The company shall be able to demonstrate that it uses the information from identified failures in the product safety and quality management system (e.g. non-conforming products, internal audits, complaints, product recalls, product testing, 2nd/3rd party audits) to make necessary corrections and prevent their recurrence.

Clause	Requirements
3.9.1	The company shall have a ~~documented~~ procedure for handling non-conformities identified within the scope of this Standard. Where a non-conformity places the safety, legality or quality of products at risk, this shall be investigated and recorded. This shall include: • clear documentation of the non-conformity • assessment of consequences by a suitably competent and authorised person • identification of the corrective action to address the immediate issue • assignment of responsibilities for action • ~~and~~ appropriate timescales to ensure correction • verification that the correction~~ve action~~ has been implemented and is effective • ~~identification of the root cause of significant or recurring non-conformities and implementation of any necessary action to prevent their recurrence.~~
3.9.2	The site shall have a procedure for the completion of root cause analysis. At a minimum root cause analysis shall be used to implement any necessary action to prevent recurrence of significant or recurring non-conformities.

3.10 Control of non-conforming product

The company shall ensure that any out-of-specification product is effectively managed.

Clause	Requirements
3.10.1	There shall be ~~documented~~ procedures for managing products that do not conform to buying or customer specifications, or product safety requirements. This shall include: • a process for subcontractors handling the product to report potentially non-conforming product • clear identification of non-conforming product to prevent its release (e.g. stock management IT systems) • agreed procedures with subcontractors for secure storage to prevent accidental release of implicated product • referral to the brand owner or customer where required • defined responsibilities for decision-making on the use or disposal of products appropriate to the issue (i.e. acceptance by concession, redesignation to an alternative customer (e.g. distressed stock), reworking or destruction) • records of the decision taken on the use or disposal of the product

	• records of destruction where the product is destroyed for product safety reasons.

3.11 Management of incidents, product withdrawal and product recall

The company shall have a plan and system in place to manage incidents effectively and enable the effective withdrawal and recall of products should this be required.

Clause	Requirements
3.11.1	The company shall have clear processes to enable subcontractors and suppliers to report incidents and potential emergency situations that impact product safety, legality or quality. The company shall have procedures and assigned responsibilities for the review of incidents and to define the appropriate action.
3.11.2	The company shall have documented procedures designed to report and effectively manage incidents and potential emergency situations that impact food safety, legality or quality, including a product withdrawal and recall procedure. This product and withdrawal procedure shall include as a minimum: • identification of the key personnel constituting the recall management team, with clearly identified responsibilities • guidelines for deciding whether a product needs to be recalled or withdrawn, and the records to be maintained • an up-to-date list of key contacts or reference to the location of such a list (e.g. recall management team, emergency services, suppliers, customers, certification body and regulatory authority). • a communication plan that includes: • the process for providing information to customers and regulatory authorities in a timely manner • instructions for customers on the return or safe disposal of recalled product • details of external agencies providing advice and support as necessary (e.g. specialist laboratories, regulatory authority and legal expertise) • a plan to handle the logistics of product traceability, recovery or disposal of affected product and stock reconciliation. • a plan to conduct root cause analysis and to implement ongoing improvements, to avoid recurrence (this may be an assessment or verification of the supplier's root cause and preventive action plan, where the incident occurred within the supply chain, rather than within the agent/broker's operations) The procedure shall be operable at any time.
3.11.3	The product incident management procedures (including those for recall and withdrawal) shall be tested at least annually, in a way that ensures their effective operation. Results of the test shall be retained and shall include timings of key activities. The results of the test and of any actual recall shall be used to review the procedure and implement improvements as necessary.

~~3.11.4~~	~~In the event of a product recall, the certification body issuing the current certificate for the company against this Standard shall be informed within 3 working days of the decision to issue a recall~~.
3.11.4	In the event of a significant product safety incident, including a product recall or regulatory product safety non-conformity (e.g. a regulatory enforcement notice), the certification body issuing the current certificate for the site against this Standard shall be informed within 3 working days. The company shall provide sufficient information to enable the certification body to assess any effects of the incident on the ongoing validity of the current certificate (as detailed in Audit Protocol Section 5.4). As a minimum this will include the agent or broker's corrective action.

4 Supplier and subcontracted service management

4.1 Approval and performance monitoring of manufacturers/packers of traded products

The company shall operate procedures for supplier approval and monitoring of the last manufacturer or packer of products for which it provides a service, to ensure that traded products are safe, legal and manufactured in accordance with any defined product specifications.

Clause	Requirements
4.1.1	The company shall have a ~~documented~~ supplier approval procedure that identifies the process for initial and ongoing approval of suppliers and the manufacturer/processor/packer of each product traded. The requirements shall be based on the results of a risk assessment. This risk assessment shall include consideration of: • the nature of each product and its associated risks • customer-specific requirements • legislative requirements in the country of sale or importation of the product • source or country of origin • potential for adulteration or fraud • the brand identity of products (i.e. whether it is the customer's own brand or a branded product). The risk assessment shall be updated: • when there is a change in product, processing, or the supplier • if a new risk emerges • following a product recall or withdrawal, where a specific product has been implicated • at least every 3 years
~~4.1.2~~	~~The process for the initial and ongoing approval of manufacturers of products shall be based on risk. It shall include one or a combination of the following:~~ ~~• Valid certification of the manufacturing or packing site to the applicable BRC Global Standards or a standard benchmarked by the Global Food Safety Initiative (GFSI). The scope of the certification shall include the products traded by the agent or broker.~~ ~~• A supplier audit with a scope to include product safety, traceability testing, HACCP or hazard and risk management review, and good manufacturing practices. This shall be undertaken by an experienced and demonstrably competent product safety auditor.~~ ~~For products (food or non-food) assessed as low-risk only, and where a valid risk-based justification is provided, initial and ongoing approval may be based on a completed manufacturing site questionnaire that has been reviewed and verified by a demonstrably competent person.~~

	~~For non-food products assessed as low-risk only, and where a valid risk-based justification is provided, initial and ongoing approval may also be based on at least one of the following:~~ ~~• a legally enforceable contract/specification from the supplier~~ ~~• a historical trading relationship, supported by documented evidence of performance reviews that demonstrate satisfactory performance.~~ ~~This clause may not be applicable where it is a customer requirement that products are supplied by a specific manufacturer and the liability is with that customer. A record of the customer's requirement for the use of a specific supplier shall be maintained.~~
4.1.2	The process for the initial and ongoing approval of manufacturers of products shall be based on risk. It shall include one or a combination of the following: • Valid certification of the manufacturing or packing site to the applicable BRCGS Standard or a standard benchmarked by the Global Food Safety Initiative (GFSI). The scope of the certification shall include the products traded by the agent or broker. • A supplier audit with a scope to include product safety, traceability testing, HACCP or hazard and risk management review, the product security (food defence) plan, the product authenticity plan and good manufacturing practices. The audit shall include confirmation that these plans form part of the supplier's product safety management systems and any resultant actions are implemented. This shall be undertaken by an experienced and demonstrably competent product safety auditor. Where the supplier audit is completed by a second or third party, the company shall be able to: • demonstrate the competency of the auditor • confirm that the scope of the audit includes product safety, traceability, HACCP or hazard and risk management review, the product security (food defence) plan, the product authenticity plan and good manufacturing practices • obtain and review a copy of the full audit report For products (food or non-food) assessed as low-risk only, and where a valid risk-based justification is provided, initial and ongoing approval maybe based on a completed manufacturing site questionnaire. As a minimum the questionnaire ~~must~~shall demonstrate that the supplier has effective action plans to control product safety, product security (food defence) and product authenticity. The questionnaire shall be reviewed and verified by a demonstrably competent person. For non-food products assessed as low-risk only, and where a valid risk-based justification is provided, initial and ongoing approval may also be based on at least one of the following: • a legally enforceable contract/specification from the supplier • a historical trading relationship supported by documented evidence of performance reviews that demonstrate satisfactory performance.

	This clause may not be applicable where it is a customer requirement that products are supplied by a specific manufacturer and the liability is with that customer. A record of the customer's requirement for the use of a specific supplier shall be maintained.
4.1.3	The site shall have an up-to-date list or database of approved suppliers. This may be on paper (hard copy) or it may be controlled on an electronic system.
4.1.4	Where products are purchased from other agents or brokers, the company being certificated shall know the identity of the last manufacturer, processor or packer or, for bulk commodity food products, the consolidation place of the product. ~~Information to enable the approval of the manufacturer, packer or, for bulk commodity products, the consolidation place of the raw material (as in clause 4.1.2), shall be obtained from the other agent or broker or directly from the supplier, unless that agent or broker is itself certificated to the BRC Global Standard for Agents and Brokers.~~
4.1.5	Where products are purchased from other agents or brokers, the company being certificated shall obtain information to enable the approval of the manufacturer, packer or, for bulk commodity products, the consolidation place of the raw material (as in clause 4.1.2), unless the other agent or broker is itself certificated to the BRCGS Standard for Agents and Brokers or a standard benchmarked by the Global Food Safety Initiative (GFSI). This information may be obtained from the other agent or broker or directly from the supplier.
4.1.6	Records shall be maintained of the manufacturer or packer approval process, including audit reports or verification of certificates, confirming the product safety status of the manufacturing or packing sites supplying products traded. There shall be a process of review, and records shall be kept of the follow-up of any issues identified at the manufacturing or packing sites that have the potential to affect products traded by the company.
4.1.7	There shall be a documented process for the ongoing review of manufacturers or packers, based on risk and using defined performance criteria; these may include complaints, results of any product tests, regulatory warnings or alerts, customer rejections or feedback. The process shall be fully implemented. Where approval is based on questionnaires, these shall be reissued at least every 3 years. Contracts or formal agreements shall require suppliers to notify the company of any significant changes that take place between these formal reviews, this shall include any change in certification status.
4.1.8	The procedures shall define how exceptions to the supplier approval process in clause 4.1.2 are handled (e.g. where product suppliers are prescribed by a customer) or where information for effective supplier approval is not available (e.g. bulk agricultural products) and instead product testing is used to verify product quality and safety.

	When a company trades customer-branded product, the customer shall be made aware of the relevant exceptions.

4.2 Management of suppliers of services

The company shall be able to demonstrate that suppliers of outsourced services have been approved, that they are managed to ensure that any risks to product safety have been evaluated, and that effective controls are in place.

Clause	Requirements
4.2.1	There shall be a ~~documented~~ procedure for the approval and monitoring of suppliers of services (e.g. transport, storage, laboratory testing or labelling). The approval process shall be risk-based and shall take into consideration: • risk to the safety and quality of products • compliance with legal requirements (e.g. weight or label controls) • customer-specific requirements • potential risks to the security of the product (i.e. risks identified in the vulnerability and food defence assessments).
4.2.2	The supplier approval process shall be based on one or more of the following options: • certification of the supplier (e.g. BRCGS Standards or another applicable GFSI-benchmarked or ISO standard) • a supplier audit with a scope that includes product safety, traceability testing, hazard analysis review and good operating practices, undertaken by an experienced and demonstrably competent product safety auditor • historical performance, supported by documented evidence of performance reviews demonstrating satisfactory performance • a supplier questionnaire that has been reviewed and verified by a demonstrably competent person • a licence to operate (e.g. a licensed waste management contractor). This clause may not be applicable where it is a customer requirement that products are supplied by a specific manufacturer and the liability is with that customer. A record of the customer's requirement for the use of a specific supplier shall be maintained.
4.2.3	Contracts or formal agreements shall be in place with the suppliers of services. These shall clearly specify the service requirements and shall ensure that potential product safety risks associated with the service have been addressed.
4.2.4	There shall be a formal process of review of the service providers. This review shall be undertaken at a frequency based on risk, but as a minimum annually. It shall use defined performance criteria, which may include complaints, results of any product tests, customer rejections or feedback. The process shall be fully implemented.

4.2.5	Where activities covered by a supplier of services are subcontracted by that supplier to another company (e.g. third-party distribution or pallet-sharing schemes), the subcontractor shall be required to: • work in accordance with the relevant legislation • maintain product traceability • work in accordance with the requirements identified by the risk assessment of the supplier of services (e.g. its HACCP plan), such that identified risks are prevented or reduced to an acceptable level. The contract or formal agreement with the supplier of services shall include details of any permitted or prohibited subcontracting.
4.2.6	The procedures shall define how exceptions to the approval process for suppliers of services detailed in clause 4.2.2 are handled (e.g. where suppliers of services are prescribed by a customer), or where information for effective approval is not available (e.g. emergency transport) and instead product testing is used to verify product quality and safety. When a company trades customer-branded product, the customer shall be made aware of the relevant exceptions.

4.3 Product security/food defence

Security systems shall be in place to protect products from theft, substitution or malicious contamination while they are under the management control of the agent or broker.

Clause	Requirements
4.3.1	The company shall assess the potential risks to the security of the products from any attempt to inflict contamination or damage during subcontracted transportation and storage by the service providers appointed by the company. Security measures identified by the risk assessment shall be documented and form part of the contract or terms and conditions for the subcontracted suppliers that have access to the product.
4.3.2	The security arrangements of the subcontracted suppliers that handle the product shall be verified at the start of a contract and thereafter at a frequency based on risk, unless they are certificated to a BRCGS Standard or a GFSI-benchmarked standard which includes requirements for food defence or product security.

4.4 Product inspection and laboratory testing

The company shall operate processes to ensure that products received comply with buying specifications and that the supplied product is in accordance with any customer specification.

Clause	Requirements
4.4.1	The company shall have a product sampling or verification programme to ensure that products are in accordance with buying specifications and meet legal and safety requirements.

	Product verification may be completed by the agent or broker or by the supplier. Selection of the appropriate verification techniques shall be based on risk, and may include: • product safety testing (e.g. microbiological, chemical, physical or allergen contaminants, or flammability testing of home furnishings) • testing for authenticity/integrity • product quality assessment (e.g. organoleptic testing of food, integrity testing of packaging, colourfastness in fabrics, or fragrance testing of cosmetics) • verification and product testing by the manufacturer (e.g. certificates of analysis or conformance). Where verification is based on sampling, the sample rate and assessment process shall be risk-based and documented. Records of the results of the assessments or analysis shall be maintained.
4.4.2	Where verification of conformity is provided by the supplier (e.g. certificates of conformance or analysis), the level of confidence in the information provided shall be substantiated. Procedures shall be in place to ensure the reliability of the supplier's laboratory results; this may include confirmation of recognised laboratory accreditation or laboratory operation in accordance with the requirements and principles of ISO/IEC 17025.
4.4.3	Where claims are made about the products handled, including the provenance, chain of custody, and assured or 'identity preserved' status (see Appendix 7, Glossary) of a product or raw materials used, supporting information shall be available from the supplier or independently to verify the claim.
4.4.4	Where the company undertakes or subcontracts analyses that are critical to product safety or legality, the laboratory or subcontractors shall have gained recognised laboratory accreditation or shall operate in accordance with the requirements and principles of ISO/IEC 17025. Documented justification shall be available where non-accredited test methods are used.
4.4.5	The significance of external laboratory results shall be understood and acted upon accordingly. Appropriate actions shall be implemented promptly to address any unsatisfactory results or trends.

4.5 Product legality and labelling

The company shall have processes in place to ensure that the products traded comply with the legal requirements in the country of manufacture and the country of sale, where known.

Clause	Requirements
4.5.1	The company shall have documented processes to verify the legality of products that are traded. This shall include, as applicable: • labelling information • compliance with the relevant legal requirements, such as export or compositional requirements (e.g. ingredients list, allergen labelling,

	INCI list) or specific product safety legislation (e.g. directions for safe use, warning labels, flammability) • compliance with quantity or volume requirements. Where such responsibilities are undertaken by the customer, this shall be clearly stated in the contracts.
4.5.2	The company shall have documented processes to verify that the product bears the appropriate information according to the customer's requirements.

4.6 Product design and development

Product design and development procedures shall be in place for new manufactured product development processes, where this is a service managed by the company, to ensure that safe and legal products are developed, meeting the appropriate quality and customer-specified requirements.

Clause	Requirements
4.6.1	The company shall have a process for managing new product development activities with potential suppliers, which shall include: • a project brief defining the requirements for the products to be developed • a process for reviewing product samples against the brief • a formal product approval process.
4.6.2	The company shall ensure that all new manufactured products have been included within the manufacturing site's HACCP or hazard and risk management plan. This shall ensure that hazards have been assessed and that suitable controls are implemented.
4.6.3	The company shall be able to demonstrate that the shelf life attributed to new food products has been verified through: • shelf-life testing assessment or • documented protocols reflecting the conditions experienced during storage and handling. Where these methods are not practicable, verification shall be by a documented, science-based justification.
4.6.4	The company shall have processes to ensure that new products are labelled to meet legal requirements for the designated country of use. Depending on the legislation, this shall include information to allow the safe handling, display, storage, preparation and use of the product within the supply chain or by the customer. There shall be a process to verify that labelling of ingredients, allergens and allergen cross-contamination is correct based on the product recipe and the expected country of sale.
4.6.5	Where a product is designed to enable a claim to be made to satisfy a consumer group (e.g. a nutritional claim, 'reduced sugar', 'dermatologically tested'), the company shall ensure that the product formulation and production process is fully validated to meet the stated claim.

4.7 Product release

Where products require formal release by a customer or legal authority, the company shall ensure that an effective product release procedure is in place with the facilities holding products on behalf of the company.

Clause	Requirements
4.7.1	Where products require positive release, procedures shall be in place to ensure that release does not occur until all the release criteria have been completed, and the release has been authorised by the company.

4.8 Product authenticity

Systems shall be in place to minimise the risk of trading fraudulent or adulterated products and to ensure that all product descriptions are legal, accurate and verified.

Clause	Requirements
4.8.1	The company shall have processes in place to access information on historical and developing threats to the supply chain that may present a risk of adulteration or substitution of products. Such information may come from: • trade associations • government sources • private resource centres.
4.8.2	A documented vulnerability assessment shall be carried out on all products, or groups of products, to assess the potential risk of adulteration or substitution. This shall take into account: • any historical evidence of substitution or adulteration • any economic factors that may make adulteration or substitution more attractive • ease of access to products • the sophistication of routine testing to identify adulterants • the nature of the product. The vulnerability assessment shall be kept under review to reflect changing economic circumstances and market intelligence that may alter the potential risk. It shall be formally reviewed annually.
4.8.3	Where products are identified as being at particular risk of adulteration or substitution, the company shall have a documented fraud mitigation plan which details the appropriate assurance and/or testing processes that are in place to reduce the risk.

4.9 Management of surplus products

Effective processes shall be in place to ensure the safety and legality of surplus products donated to charities or other organisations.

Clause	Requirements
4.9.1	Surplus customer-branded products shall be disposed of, or rendered unusable, in accordance with customer-specific requirements.
4.9.2	Where customer-branded products that do not meet specification are passed on to charities or other organisations, this shall be with the prior consent of the brand owner.
4.9.3	Where products are donated, processes shall be in place to ensure that all donated products are fit for consumption or use and meet legal requirements.

5 Personnel

5.1 Training and competency

The company shall ensure that all personnel performing work that affects product safety, product authenticity, legality and quality are demonstrably competent to carry out their activity, through training, work experience or qualification.

Clause	Requirements
5.1.1	All ~~relevant~~ personnel, including temporary staff, shall be appropriately trained before commencing work and adequately supervised throughout the working period.
5.1.2	The company shall have a documented training procedure and ~~documented~~ training records to demonstrate that the training is appropriate and effective.
5.1.3	The company shall routinely review the competencies of staff directly involved with product safety, product authenticity, legality and quality. As appropriate, it shall provide relevant training. This may be in the form of new training, refresher training, coaching, mentoring or on-the-job experience.

6 FSMA Preventive Controls Preparedness Module

BRCGS are currently updating additional material to assist agents and brokers operating in, or trading with, the USA. The aim will be to assist organisations to understand the relevant elements of the FSMA (Food Safety Modernization Act) Preventive Controls for Human Foods that are not explicitly covered elsewhere within the Global Standard.

The draft of this material is currently being developed and will be added as soon as available.

Part III – Summary of the Audit Protocol

Audit Options

For Issue 3 there are 3 different audit options:

- Option 1 – an announced onsite audit
- Option 2 – an unannounced onsite audit
- Option 3 – a blended, announced audit.

The Blended Audit Option:

The blended audit programme utilises ICT (information and communication technology) to remotely audit without the auditor visiting the site. It predominantly looks at the documented systems and records.

The blended audit is only offered by a certification body following a risk assessment which:

- confirms a robust audit is possible (e.g. availability of remote technology at the site)
- assesses the percentage of the audit that can be completed remotely (the Standard does not limit the proportion of the audit that may be audited remotely, and a completely remote audit is permitted where this is supported by the certification body's risk assessment).
- at the time of publication this option is only available for announced re-certification audits and not for initial audits (the first BRCGS audit at a site) or unannounced audits.

Exclusions from Scope

Issue 3 incorporates the previously published position statement on exclusions from scope:

The fulfilment of the certification criteria relies on clear commitment from the company management to adopt the best-practice principles outlined within the Standard and to develop a product safety culture within the business. It follows therefore that the exclusion of products from the scope of certification shall only be permitted by exception. There are 2 situations where an exclusion may be permitted:

- Certificates are issued to the company for specific office locations (sites). It is permissible for a company to have some offices certificated under the scheme and other offices not included in the scheme.

OR

- The Standard is applicable to three types of products: Food, Packaging and Consumer Products. Sites are permitted to exclude a type of product (eg consumer products). However, it is only permitted to exclude the entire type of product, it is not, acceptable to include some food products in scope and exclude other food products (e.g. to include chilled and frozen foods but exclude ambient foods), or to include some consumer products and exclude other consumer products. For example, a site handling both food and consumer products, shall either have a scope which includes all food products and all consumer products, or one that includes all food products and excludes all consumer products, or one that excludes all food products and includes all consumer products.

The BRCGS logo can only be used by sites that have no exclusions.

Where exclusions are requested, these shall be agreed with the certification body in advance of the audit. Exclusions shall be clearly stated on the audit report and certificate and the justification recorded on the audit report.

Audit Report

The audit report is one of the vital outputs from the audit. It is important that completion of the report:

- Facilitates robust auditing, focusing on product safety
- Provides sufficient details for stakeholders

The Working Group is currently reviewing options and ideas for the Issue 8 audit report and further information will be published when it is available.

Non-conformities, Grading, Corrective Action, Root Cause Analysis and Preventive Action

No changes have been proposed to the levels of non-conformity, the grading process or requirements for the site to complete corrective and preventive actions. Root cause analysis remains a vital tool for sites to identify and implement effective permanent improvements to the product safety, authenticity, legality and quality processes and systems. Therefore, these will remain unchanged from Issue 2.

Audit Frequency

No changes have been proposed to audit frequency. Therefore, these will remain unchanged from Issue 2.

Additional Voluntary Modules

The Standard has been designed to enable voluntary modules to be added to the routine audit. The voluntary modules will enable sites to demonstrate compliance to specific sets of requirements in order to meet specific market or customer requirements.

At the time of publication one voluntary module exists for the Agents and Brokers Standard – FSMA Preparedness. This is currently being reviewed and an update will be available in due course.

It is expected that modules will be developed and become available for use throughout the life of this issue of Issue 3.