

# ASC Requirements for the Certification of Producer Groups ASC Farm Standard

(ASC GROUP CERTIFICATION)



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## Responsibility for these Requirements

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

### Versions Issued:

Version No.	Date	Description of Amendment(s)
1.0	9 April 2019	Release
	9 October 2019	Effective date from which groups can be audited against requirements specified in this document.

## About the ASC

ASC is the acronym for the Aquaculture Stewardship Council, an independent not for profit organisation. The ASC was founded in 2010 by the [WWF](#) (World Wildlife Fund) and [IDH](#) (The Sustainable Trade Initiative) to manage the global standards for responsible aquaculture. The ASC standards were first developed by the Aquaculture Dialogues, a series of roundtables initiated and coordinated by the WWF.

## What the ASC is

The ASC's certification programme and logo recognise and reward responsible aquaculture.

The ASC is a global organisation working internationally with aquaculture producers, seafood processors, feed producers, retail and foodservice companies, scientists, conservation groups, social NGOs and the public, to promote the best environmental and social choice practices in aquaculture.

## What the ASC does

Working with partners, the ASC runs a programme to transform the world's aquaculture markets by promoting the best environmental and social aquaculture performance. The ASC seeks to increase the availability of aquaculture products certified as sustainably and responsibly produced. The ASC's consumer logo provides third party assurance of conformity with production and chain of custody standards and makes it easy for everyone to choose ASC certified products.

## What the ASC will achieve

The ASC is transforming aquaculture practices globally through:

- Credibility:** Standards developed according to [ISEAL Alliance](#) and the Food and Agriculture Organisation of the United Nations (FAO) guidelines, multi-stakeholder, open and transparent, science-based performance metrics.
- Effectiveness:** Minimising the environmental and social footprint of commercial aquaculture by addressing key impacts while increasing farm efficiency.
- Added value:** Connecting the farm to the marketplace by promoting responsible practices through a consumer logo.



## Overview of the ASC System

The ASC system is made up of 3 components:

### 1. ASC Standards

The ASC works with independent third-party certification organisations that provide certification services for operations that grow one or more of the species or produce products for which the standards have been approved by ASC.

The species groups were chosen because of their potential impact on the environment and society, their market value, and the extent to which they are traded internationally or their potential for such trade. The species covered at this time include: abalone; bivalves (clams, oysters, mussels and scallops); freshwater trout; pangasius; salmon; seabass, seabream and meagre; seriola and cobia; shrimp; and tilapia. There is also a joint ASC-MSC Seaweed Standard.

Through the Aquaculture Dialogues, more than 2,000 people have participated in the development of the ASC Standards, including fish farmers, seafood processors, retailers, foodservice operators, NGOs, government agencies and research institutes. Universal, open and transparent, the Aquaculture Dialogues focused on minimising the key environmental and social impacts of aquaculture. Each Dialogue produced requirements for one or a range of major aquaculture species groups. The standard creation process followed guidelines of the ISEAL Alliance the *ISEAL Code of Good Practices for Setting Social and Environmental Standard* and *FAO Technical Guidelines on Aquaculture Certification*. The standards are science-based, performance-based and metrics-based and apply globally to various production systems, covering many types, locations and scales of operations.

The standards are owned and managed by the ASC as an independent standard setting organisation. Review and revision of existing standards, as well as development of new standards, follow strict guidelines as set out above.

The ASC is developing standards for feed, which will complement the species standards and support the recognition of responsible aquaculture.

### 2. Independent 3<sup>rd</sup> Party Audits conducted by accredited Conformity Assessment Bodies (CABs)

Applicants that seek ASC certification hire a CAB (Conformity Assessment Body). Only clients that are certified by a CAB accredited by the ASC appointed accreditation body, are eligible to sell certified product into a recognized chain of custody and have that product eligible to carry the ASC logo.

Accreditation is the process by which CABs are evaluated to determine their competency to provide certification to the ASC standards. The accreditation process includes annual evaluations of each accredited CAB and the ASC audits they perform. The ASC works with an exclusively appointed accreditation body (AAB) to provide accreditation services for the ASC.

The ASC's AAB is responsible for evaluations of CABs against the requirements in this document. All accreditation decisions are taken independently by the AAB in accordance with ISO 17011. The independence of the ASC, AAB and the CABs ensures that high quality, objective audits and certification decisions are performed without bias for all clients around the world.

### **3. MSC Chain of Custody (CoC) Certification and the ASC logo**

The ASC logo has been developed for use by certified and licenced 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 can be applied only to products that are sold through a consecutive, 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 the MSC chain of custody system. Only products that originate in ASC certified operations and are sold through an MSC certified CoC, are eligible to carry the ASC logo.

Companies that are already certified to the MSC Chain of Custody Standard and wish to also handle ASC certified products, may request a scope extension from their CAB in order to add ASC products onto the scope of their existing CoC certificate.

Just as with the ASC standards, the ASC logo is owned by the ASC, which regulates all aspects of its use.

## Introduction to this Document

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 document 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.

## List of Acronyms

- ASC** – Aquaculture Stewardship Council
- AAB** – ASC Appointed Accreditation Body
- ASI** – Assurance Services International
- CAB** – Conformity Assessment Body
- CAR** – Certification and Accreditation Requirements
- COC** – Chain of Custody
- FAO** - Food and Agriculture Organisation of the United Nations
- GMB** – Group Management Body
- IMS** – Internal Management System
- ISO** – International Standard Organisation
- MSC** – Marine Stewardship Council
- NC** – Non-Conformance / Non-Conformity
- NGO** – Non-Governmental Organisation
- UoC** – Unit of Certification



## Normative References

The documents listed below are part of the ASC Group Certification Requirements.

For references which have a specific date or version number, later amendments or revisions do not apply. Groups 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.

- a) Endorsed ASC Standards: See [www.asc-aqua.org](http://www.asc-aqua.org)
- b) ASC Certification and Accreditation Requirements (CAR)

## Normative annexes

Groups shall follow in full, all normative annexes to the ASC Group Certification Requirements if they are used.

## 1. Scope

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

## 2. Requirements for Group Management Body (GMB)

### 2.1. Group Management Body (GMB) shall:

- 2.1.1. 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.
- 2.1.2. Have the authority to enter into legal agreements as well as make commitments on behalf of the group.
- 2.1.3. 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.
- 2.1.4. Operate in a manner that is consistent with its written constitution and bylaws.
  - 2.1.4.1. This shall include member participation in governance and decision-making.
- 2.1.5. Assume responsibility for the overall management of Group Members as one operational unit.
- 2.1.6. Assume responsibility for Group Members' compliance with ASC applicable standard and certification requirements as described in this document. This includes:
  - 2.1.6.1. Overseeing internal inspections of performance of Group Members' individual sites.
- 2.1.7. Handle complaints and appeals from within the Group and from stakeholders external to the Group as a whole.
- 2.1.8. Lead Group internal audits of the Internal Management System (IMS) and management reviews of operations of the GMB against relevant requirements in this document.
- 2.1.9. Have adequate resources (competent personnel, time and finance) and structure to implement the IMS and assure compliance of members.
  - 2.1.9.1. A person shall be appointed to coordinate activities related to ASC certification within the Group.
  - 2.1.9.2. The appointed person shall be made known to all Group Members and to the CAB.
  - 2.1.9.3. A committee of one or more persons (depending on the Group's size and complexity) shall take impartial decisions on Group Members' compliance and sanctions.

### 2.2. The GMB shall have a documented IMS. This shall include documentation of:

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<sup>1</sup> See definition for GMB in Annex 1 – Group Certification Definitions.

- 2.2.1. Clearly defined scope and objectives of the IMS.
- 2.2.2. Responsibilities of the GMB, defined positions within the Group, and Group Members.
- 2.2.3. 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:
  - 2.2.3.1. Procedures for adding and removing individual sites<sup>2</sup> or Group Members.
    - i. The GMB shall maintain and update a Sites Register within the certification scope of the Group (Annex 2 – Template for Group Sites Register).
    - ii. The GMB shall only consider sites that meet all of the following eligibility criteria for inclusion in the unit of certification:
      - a) Sites shall be operating within the same or neighbouring 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.
    - 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>3</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.

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<sup>2</sup> See definition for “Site” in Annex 1 – Group Certification Definitions

<sup>3</sup> See definition for “Small-scale producer” in Annex 1 – Group Certification Definitions

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, and 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 five (5) working days.
- 2.2.3.2. Procedures for Group internal audits (of the IMS) 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>4</sup> shall not, by definition, require notice to Group Members.

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<sup>4</sup> See definition of "Unannounced inspection" in Annex 1 – Group Certification Definitions

- iii. Internal inspections of every individual site of Group Members shall take place at a minimum of 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 a 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, internal inspections and evaluate the results of these.
- ix. Group internal auditors and inspectors shall conform to the qualifications and competencies described in Group certification Annex 3.
- 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 shall follow the rules for external audits findings (ASC Certification and Accreditation Requirements - CAR 17.10).
- xiii. The GMB shall inform the CAB within a maximum of 5 working days of any critical or major non-conformity detected during Group internal audits and internal inspections, and of any major events that have an effect on Group 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.

2.2.3.3. Procedures for identifying and segregating products at all stages within each site, among sites within the unit of certification, and products that are not included in the unit of certification.

- i. There shall be 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 products before the start of the MSC/ASC certified chain of custody.
- iii. The GMB shall define conditions under which products must be segregated, and measures to be taken to prevent direct or indirect mixing.
- iv. There shall be a process in place to detect and handle non-conforming product<sup>5</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 associate records shall be kept to allow products to be traced back from the start of the MSC/ASC certified chain of custody back to the production unit (i.e. cage/ net/pen/pond/tank/raceway/line). See Group certification Annex 4 – Delivery of ASC certified product by Group Members.
- viii. If the unit of certification has a separate MSC/ASC Chain of Custody (CoC) certificate, the above requirements (2.2.3.3.i-vii) shall not apply.
- ix. The GMB shall have a separate MSC/ASC CoC certification if it handles both certified and non-certified product.
  - a) The separate MSC/ASC CoC certification shall be carried out by the same CAB that certifies the Group.
    - 1. If the MSC/ASC 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.

2.2.3.4. 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;

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<sup>5</sup> See definition of "Non-conforming product" in Annex 1 – Group Certification Definitions.



- 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.
- 2.2.3.5. 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.
- 2.2.3.6. 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.
- 2.2.3.7. 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 shall 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 up-to-date at all times.
  - v. Documents shall be reviewed regularly to enable continuous improvements of the IMS.
- 2.2.3.8. Procedures for records management that 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 from each site and within the unit of certification for each delivery;
    - i) Records of all sales of ASC certified products (Group certification Annex 5 – 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 6 – 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).

- 2.2.3.9. 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.
- 2.2.3.10. Procedures for communications with Group Members and external parties (CAB, ASC, Accreditation Body - ASI) that include:
  - 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.
  - 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.

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

- 3.1. There shall be a written agreement signed between the GMB and each Group Member.
  - 3.1.1. There shall be one (1) legally binding agreement per Group Member covering the site(s) included in the scope of Group certification.
  - 3.1.2. The agreement shall be written in a language common to the contracted party and Group Members shall understand what is required of them.
  - 3.1.3. The agreement shall include but is not limited to the following provisions:
    - 3.1.3.1. Each individual Group Member shall commit to comply with applicable ASC standard and certification requirements.
    - 3.1.3.2. Location of the site(s) to be included in the scope of Group certification.
    - 3.1.3.3. 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.
    - 3.1.3.4. Authorisation for the GMB to initiate changes shall be defined.

- 3.1.3.5. 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.
- 3.1.3.6. Group Members shall report to the GMB any intentional or unintentional major non-conformities or major events.
- 3.1.3.7. Sanctions shall apply in case of breach of the agreement.
- 3.1.3.8. In addition to 3.1.3.1-3.1.3.7, arrangements between the GMB with contracted farms (if practiced) shall be transparent and fair as specified in Annex 7 – Contract farming arrangements between GMB and Group Members.

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

#### **4. Requirements for Group Membership**

4.1. Group membership for ASC Group certification shall be voluntary while:

- 4.1.1. Group Members may terminate their membership at any time.
- 4.1.2. 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.
  - 4.1.2.1. The GMB shall only re-/admit the Member to the (new) Group if the root causes of the sanction have been addressed.

4.2. All Group Members shall have all the following characteristics:

- 4.2.1. Be small-scale producers.
  - 4.2.1.1. Medium and large sized producers may join the Group and comply with all requirements as a Group Member but every site shall each be subject to external audits.
- 4.2.2. Be inspected and audited against the same ASC standard.

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

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

4.5. 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.

#### **5. Application for Group certification**

5.1 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.

5.2 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.

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

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

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

5.4 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.

## **6. Use of Certification Trademarks**

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

6.2. 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.

6.2.1. 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.

6.2.2. Individual Group Members are not eligible to enter into a Logo License Agreement with ASC (See also 7.3).

## **7. Commercialisation of Group product**

7.1. The GMB shall declare to the CAB in the certification application if it handles both ASC certified and non-certified products<sup>6</sup>.

7.1.1. GMB shall notify the CAB within five (5) working days of the decision to handle non-certified product.

7.1.2. The Group unit of certification shall have a separate MSC/ASC CoC certification, if it handles both ASC certified and non-certified products (See 2.2.3.3.ix).

7.2. All sales of ASC certified product of the unit of certification shall go through the GMB.

7.2.1. 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.

7.2.2. Those sales shall be made transparent with Group Members and CABs or ASC and ASC appointed accreditation body (ASI) and person(s).

7.2.3. When selling ASC certified products, the GMB shall be responsible for product eligibility.

7.3. Group Members may sell their product individually, but only as non-certified.

7.3.1. 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.

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<sup>6</sup> See definition of "Non-certified product" in Annex 1 – Group Certification Definitions.

- 7.3.1.1. Group Members shall keep all records of any direct sales of non-certified product (Annex 8 – Group Members’ Direct Sales Log).
- 7.3.2. 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 1 – Group Certification Definitions

<b>ASC Representative</b>	Individual supported and appointed by Group Management Body to take responsibility for ensuring that the Group Management complies with ASC requirements. The ASC Representative is the contact point for the certification but not an employee of ASC.
<b>Contract farming</b>	An agreement between Group Members and the GMB for the production and supply of aquaculture products under forward agreements, frequently at predetermined prices. (Adapted from FAO).
<b>Group Certification</b>	Collective certification against an ASC standard by a group of two or more small-scale aquaculture producers. The group has a management body with the responsibility and authority to implement and maintain an Internal Management System to ensure compliance with relevant ASC requirements by all Group Members.
<b>Group Management Body (GMB)</b>	The person or group of people who manage and are responsible for the Group's compliance with ASC requirements.
<b>Group Member</b>	Individual producer that participates formally in a group for the purpose of applying for, obtaining and maintaining ASC certification as a unit of certification.  <u>NOTE:</u> A Group Member may own or control more than one site.
<b>Harvest period</b>	The time between the first and the last actual harvest of the site before a prolonged dry-out period.
<b>Group internal audit</b>	A review of the compliance of the Group Management Body and its Internal Management System with ASC requirements for Certification of Producer Groups.
<b>Group internal auditor</b>	A person appointed by the Group Management Body to undertake an objective Group internal audit of the GMB and its Internal Management System.
<b>Internal Inspection</b>	A review of the compliance of a Group Member and his/her site with ASC Standard and Group requirements.
<b>Internal Inspector</b>	A person appointed by Group Management body to undertake an objective internal inspection of individual group members.
<b>Internal Management System (IMS)</b>	A documented structure and set of procedures and processes that a Group develops and implements to manage its operations and those of Group Members in achieving and maintaining ASC certified status.
<b>Non-certified product</b>	Any product that does not meet an ASC requirement and therefore is not eligible to be considered as certified. That may include product coming from within or outside of the unit of certification (e.g. from a suspended site).

<b>Non-conforming product</b>	A product that comes from within the unit of certification but does not conform to specified product requirements. Product requirements may be specified in ASC standard(s) or by the unit of certification itself. Non-conforming product with ASC requirements is considered as non-certified and therefore not eligible to enter into ASC certified chain of custody.
<b>Sanctions</b>	Measures taken against Group members and their site(s) who have failed to comply with a standard or with other specified requirements.
	Internal sanctions can be taken by the Group against Group Members, while external sanctions can be taken by a CAB against the Group as a whole.
<b>Small-scale aquaculture producers</b>	Producers with small production volume, and/or relatively small surface area, without hired workers all year round and most of the farm work is done by the producers and their immediate families (even if the producers have more than one site), and typically lacking technical and financial capacity to support individual member certification.
	(Adapted from <a href="#">FAO 2011, Technical Guidelines on Aquaculture Certification</a> and <a href="#">Fairtrade International</a> ).
<b>Transaction</b>	An instance of selling any ASC certified products whereby an invoice is created.
<b>Unannounced audit</b>	An audit by a CAB to a client and/or their members/sites without a public audit announcement or prior notice.
<b>Unannounced inspection</b>	An internal inspection of a Group Member and his/her site without any prior notice.





## Annex 3 – 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
<b>Knowledge and qualification</b>				
G1. Education	The individual shall have at least a post-high school diploma	x	x	
G2. Knowledge/ understanding of organisational situations	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	
G3. Knowledge/ understanding of management systems and reference documents	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		
G4. Audit/ Inspection training	<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. The certificate must specify the course content and duration. Successful completion must be indicated on the certificate. The course provider shall be accredited by the International Register of Certified Auditors (IRCA) or equivalent.</p> <p><b>OR</b> The individual shall have successfully completed an Internal Auditor and Inspector training course that has been approved by ASC.</p>	x		

	<b>OR</b> The individual shall have successfully completed a training of at least 16 hours 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 the farm traceability module by a qualified (internal) auditor.		x	
	The individual shall complete the ASC training for new requirements as specified by the ASC and training on changes to legislation, codes, relevant labour conventions as appropriate.	x		
	The individual shall complete the ASC training for new requirements and changes to legislation, codes, relevant labour conventions as appropriate, by a qualified (internal) auditor.		x	
<b>Work and audit/inspection experience</b>				
G5. Work experience	The individual shall have experience relevant to the business being audited or site being inspected.	x	x	
G6. Audit/ Inspection Experience	The individual shall have undertaken at least two audits or inspections 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 ASC internal auditor/inspector no less than once in each two (2) year period.	x	x	
<b>Skills and personal attributes</b>				
G7. Writing skills	The individual will produce clear and accurate reports on audit/inspection findings.	x	x	
G8. Oral presentation skills	The individual shall have good oral communication skills, which makes him/her understood by the intended audience.	x	x	
G9. Organisational skills	The individual shall have good organisational and time management skills.	x	x	



G10. Facilitation skills	The individual shall have skills to ensure effective communication between themselves and other people.	x	x	
G11. Interviewing skills	The individual shall be experienced in different types of interviewing techniques.	x	x	
G12. Language skills	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	
G13. Detection skills	The individual shall have knowledge and skills to detect and document evidence of non- conformities.	x	x	
G14. Listening	The individual shall understand and interpret verbal and non-verbal communication.	x	x	
G15. Numeracy	The individual shall understand and interpret number systems and their significance.	x	x	
G16. Reading	The individual shall understand and interpret written material related to the topics of audit/inspection.	x	x	
G17. Versatile	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	
G18. Ethical	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 7 – Contract farming<sup>7</sup> arrangements between the GMB and Group Members<sup>8</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 total production area size covered under the contract.
- The contract shall clearly specify the product in both quality and quantity terms. 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 these.
- 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>7</sup> See definition of “Contract farming” in Annex 1 – Group Certification Definitions

<sup>8</sup> Adapted from Appendix III Part A of the ASC Shrimp Standard version 1.0, 2014 that 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 organization without a direct stake in the outcome of the contracted
- The contract shall define termination arrangements, review procedures, (intermediate) monitoring arrangements, and under what circumstances and conditions a contract is transferable.





## Annex F 1 - Template for ASC Group Traceability Test

### Guidance

#### General guidance:

The traceability test is a record-based trace of a batch of product that was sold as certified by the group (or is ready to be sold as certified), as required by CAR Annex F4.9.3.

The exercise should trace the selected transaction(s) from the sale backwards through every step of production, transport and storage back to the production site of origin and to the specific production unit (cage/net/pen/pond/tank/ raceway/line etc). The auditor must verify that traceability records are available and are sufficient to link the transactions through each step, including handling by any subcontractors or off-site facilities.

**Product sold as certified must be sold through the Group Management Body (GMB).** Group Members may sell their product individually but only as non-certified.

**Product must also originate from a valid, eligible site.** Product from sites with major NCs or from suspended or withdrawn sites cannot be sold as certified. Product must not be sold as certified if it was excluded under CAR Annex F4.9.2.

#### Number of traceability tests and sample selection:

The number of tests shall be at least 5% of the total number of selling transactions\* of ASC certified product carried out by the GMB in the past 12 months. If 5% is less than one (1), one traceability test is completed. A transaction is an instance of selling ASC certified products whereby an invoice is created.

In groups where a processor is the certificate holder, undertaking the role of the GMB, organising and subcontracting production of raw material to producers, the selling transactions are between the processors and individual Group Members within the Group.

In groups where a cooperative or farmers association/organisation is the certificate holder and acts as the management or administrative body of the group without being the direct buyer from Group Members, the selling transactions are between the cooperative administration/management and their direct buyers (e.g. processors).

The auditor should aim for the samples selected to be as representative as possible considering the type of GMB (co-op or vertically integrated), the range of species or products produced, products handled by subcontractors, activities occurring offsite, modes of transport, central collection points and responsible staff. The sample selection should be sufficient to provide confidence in the organisation's overall systems and ensure the traceability system is effective for all species and products of the UoC. Samples must be selected by the auditor on the day of the audit, including for unannounced audits.

#### Recording results:

This template must be completed by the auditor, not the certificate holder. The traceability test(s) must be completed by the end of the audit. Please make a copy of this tab to record data from additional traceability tests.

Traceability test(s) may be part of the Confidential Annex of the audit report, meaning it won't be published on the ASC website. However, the CAB must send it to ASC separately when sending the draft audit report. A brief summary should be included in the audit report.

For the selected transaction, was harvest witnessed?		Y/N
		<b>Description/ details of document</b>
		<b>Explanation (describe how codes or documents link product at different steps)</b>
<b>Traceability Test 1</b>		<i>(insert photos of product if available)</i>
Invoice		Number, date of issuance, buyer details, product details (species, product form, size, volume, date etc), related purchasing order (if applicable), delivery location/method
Purchasing order from buyer, where practiced (e.g. processor)		Number, product details, volume, date etc
Storage details		Location, date/time of receipt of stored/withdrawn, ID number/received volumes, etc
Transport details		Mode, date, time, ID number, volume, transport route, seal, responsible person etc. Details of any transport within the farm/UoC or after harvest prior to sale
Group Member details		Name of group members where the product comes from
Harvest details		of the production unit(s), including counts/volumes (kg) per size, date and time of harvesting, date and time of dispatch
Growout information		Movements of stock, date, age, if applicable
Stocking details		of the production unit(s), including date, size, counts/amount
Production site		Exact name, GPS, site map
Production unit type and ID of specific unit		Production unit number (identified in the site map - photo), size (m2 surface, m3, capacity, diameter, etc)
<p>List all documents reviewed when conducting the traceability test. List all codes that allow a link to be made between the different documents. Start with the the selected transaction, recording the identification code (e.g. transaction ID and date) in section A. Then record the previous step in section B and so on. The last entries should record the specific site within the group and the specific production unit. Possible documents include: sales invoice, dispatch note, production records, storage records, records of inputs, any transfer between sites or production units during cultivation etc</p> <p><u>Description of traceability test</u> Provide a general description which would allow the trace to be carried out again at a later date. Please describe the ways data is recorded including paper, electronic, person in charge of the traceability test etc and explain any special circumstances.</p>	A)	
	B)	
	C)	
	D)	
	E)	
	F)	
	G)	
	I)	
	J)	
	K)	

