BRC GLOBAL STANDARD
FOOD SAFETY ISSUE 7

VOLUNTARY MODULE 8 TRADED GOODS

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PART I
AUDIT PROTOCOL

SCOPE

This Module is applicable to food products that would normally fall within the scope of the BRC Global Standard for Food Safety Issue 7 (the Standard) but which are not manufactured, further processed or repacked into primary packaging at the site being audited.

To be included within the scope of this Module, the products shall meet all of the following criteria:

- be purchased (take title to) and sold by the company
- be received into storage facilities at the site
- all the storage facilities used for the product shall be included within the scope of the Standard.

EXCLUSIONS FROM SCOPE

The Module is voluntary; however, for the Module to be included within the site's certification, all products within the scope of the Module shall be included. No exclusions are permitted.

Where a certificated site also provides traded food products and the voluntary module is not used, the products concerned shall be specifically recorded as excluded from the scope of the full audit report.

AUDIT PLANNING

PREPARATION BY THE COMPANY

The certification body shall be notified in advance of the audit of the intention to add the Traded Goods Module to the scope of the audit. This ensures sufficient additional time can be scheduled and that an auditor with the appropriate qualifications for the additional module is selected.

INFORMATION TO BE PROVIDED TO THE CERTIFICATION BODY FOR AUDIT PREPARATION

The company shall supply the certification body with any additional background information requested prior to the audit day to ensure the auditor(s) is fully prepared to audit against the Module. This is likely to include information on:

- the products or groups of products traded
- the number of suppliers used to source the products.

AUDIT DURATION

In order for the Traded Goods Module to be included within the audit programme, additional time will be needed for the audit. The amount of additional time will depend upon the number of traded products included, the number of suppliers, and the diversity of the products, but would typically be 1 hour of additional time. The certification body shall indicate the expected additional time requirements at the time of planning the audit.

THE ON-SITE AUDIT

Compliance with the requirements of the Traded Goods Module shall be assessed as part of the audit against the requirement of the main Standard and is expected to be integrated into the audit programme as appropriate.

During the audit, detailed notes shall be made regarding the site's conformities and non-conformities against the requirements of the additional module, and these will be used as the basis for an addendum to the audit report. The auditor(s) shall assess the nature and severity of any non-conformity.

At the closing meeting, the auditor(s) shall present their findings and discuss all non-conformities that have been identified against the Module during the audit. A written summary of the non-conformities discussed at the closing meeting will be documented by the auditor either at the closing meeting or within 1 working day after completion of the audit.

The decision to award certification for the voluntary module will be determined independently by the certification body management, following a technical review of the audit report and the closing of non-conformities in the appropriate timeframe. The company will be informed of the certification decision following this review.

Where this voluntary module is audited as part of an unannounced option 2 audit programme, the requirements will be assessed at the time of the planned part 2 documentation audit.

NON-CONFORMITIES AND CORRECTIVE ACTION

The level of **non-conformity** assigned by an auditor against a requirement of a voluntary module is an objective judgement with respect to severity and risk and is based on evidence collected and observations made during the audit. This is verified by the certification body management.

NON-CONFORMITIES

Non-conformities against requirements of a voluntary module shall be graded in the same way as non-conformities identified against requirements of the main Standard, namely:

- **Critical** Where there is a critical failure to comply with a product safety or legal issue within the scope of the Module.
- **Major** Where there is a substantial failure to meet the requirements of a 'statement of intent' or any clause of the Module or a situation is identified which would, on the basis of available objective evidence, raise significant doubt as to the conformity of the product or service to the Module.
- **Minor** Where a clause of the Module has not been fully met but, on the basis of objective evidence, the conformity of the product or service to the Module is not in doubt.

PROCEDURES FOR HANDLING NON-CONFORMITIES AND CORRECTIVE ACTION

Following identification of any non-conformities against the requirements of the Module during the audit, the company must undertake corrective action to remedy the immediate issue (correction). The process for 'closing out' non-conformities depends upon the level of non-conformity and the number of non-conformities identified.

CRITICAL NON-CONFORMITIES

If a critical non-conformity is identified against a requirement of the Module, then the site cannot be certificated for this Module without a further full audit of the Module.

Where this occurs at a site that already holds certification for the Module, certification of the Module must be immediately withdrawn.

If it is a requirement of customers that they shall be informed when their suppliers have a critical non-conformity identified or fail to gain certification against a module, the company shall immediately inform its customers.

Note a critical non-conformity against a requirement of a voluntary module does not necessarily prevent certification against the main Standard or other voluntary modules.

MAJOR AND MINOR NON-CONFORMITIES

A voluntary module cannot be included on a certificate until major and minor non-conformities have been demonstrated as having been corrected, either permanently or via a temporary solution that is acceptable to the certification body.

Close-out of non-conformities can be achieved either by objective evidence being submitted to the certification body, such as updated procedures, records, photographs or invoices for work undertaken, or by the certification body undertaking a further on-site visit.

If satisfactory evidence is not provided within the 28-calendar-day period allowed for submission following the audit, certification for the Module will not be granted. The site will then require a further full audit in order to be considered for certification of the Module.

The certification body will review objective evidence of corrective action completed prior to awarding a certificate.

GRADING OF THE AUDIT

There will be no grading of the Traded Goods Module. The Module will either be certificated or not.

Any non-conformities identified when assessing a voluntary module shall not be taken into account when deciding the grade for certification against the Global Standard for Food Safety.

AUDIT REPORTING

Following each audit, a written report shall be prepared in the agreed format for the Module and this will form an addendum to the Global Standard for Food Safety audit report. The addendum report shall be produced in English or in another language, dependent upon user needs. Where the report is produced in a language other than English, any applicable audit summary sections shall, in addition, always be reported in English.

The report addendum covering the requirements for the Module shall be prepared and dispatched to the company within 42 calendar days of the completion of the full audit.

The full BRC audit report together with the addendum for the Traded Goods Module shall be uploaded to the BRC Global Standards Directory in a timely manner irrespective of whether a certificate is issued. The owner of the audit report may allocate access to the audit report with the addendum to customers or other parties in the directory.

The audit report and associated documentation including auditor's notes shall be stored safely and securely for a period of 5 years by the certification body.

CERTIFICATION

After a review of the audit report for the Module and documentary evidence provided in relation to the non-conformities identified, a certification decision shall be made by the designated independent certification manager. Where certification is granted this shall be included on the certificate for the BRC Global Standard for Food Safety and issued by the certification body within 42 calendar days of the audit.

Note that the Module is certificated as an addendum to the Global Standard for Food Safety. Where certification to the Global Standard for Food Safety is not achieved, certification for the Module cannot be awarded irrespective of whether the requirements of the Module have been met.

ONGOING AUDIT FREQUENCY AND RECERTIFICATION

SCHEDULING RE-AUDIT DATES

If certification to the Module is to be maintained, the Module shall be included within each subsequent audit of the Global Standard for Food Safety. The rules for scheduling the next audit and maintaining certification will follow the audit choice for the Global Standard for Food Safety (i.e. announced, unannounced option 1 or unannounced option 2).

PART II
REQUIREMENTS

RELATIONSHIP OF THE MODULE TO THE GLOBAL STANDARD FOR FOOD SAFETY

Where the company applies for certification to the Traded Goods Module, the quality management system clauses within the Food Standard shall apply to the management of the Module. These management clauses include:

3.1	Food safety and quality manual
3.2	Documentation control
3.3	Record completion and maintenance
3.4	Internal audits
3.7	Corrective and preventive actions
3.8	Control of non-conforming product
3.10	Complaint handling
3.11	Management of incidents, product withdrawal and product recall

8 REQUIREMENTS OF THE TRADED GOODS MODULE

8.1 APPROVAL AND PERFORMANCE MONITORING OF MANUFACTURERS/ PACKERS OF TRADED FOOD PRODUCTS

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

CLAUSE	REQUIREMENTS
8.1.1	The company shall have a documented supplier approval procedure which identifies the process for initial and ongoing approval of suppliers and the manufacturer/processor of each product traded. The requirements shall be based on the results of a risk assessment which shall include consideration of: • the nature of the product and 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 • potential risks in the supply chain to the point of receipt of the goods by the company • the brand identity of products (i.e. customer own brand or branded product).
8.1.2	The process for the initial and ongoing approval of the manufacturers of products shall be based on: • certification of the manufacturing/packing site to the applicable BRC Global Standards or other Global Food Safety Initiative (GFSI) benchmarked standard and/or • supplier audit with a scope to include product safety, traceability testing and HACCP (Hazard Analysis and Critical Control Point) and good manufacturing practices, undertaken by an experienced and demonstrably competent product safety auditor. By exception only and where a valid risk-based justification is provided, initial and ongoing approval may be based on: • a historical trading relationship supported by documented evidence of performance reviews demonstrating satisfactory performance • a manufacturing-site questionnaire which has been reviewed and verified by a demonstrably competent person • a specific customer requirement to supply product from a manufacturer where liability is with the customer.
8.1.3	Records shall be maintained of the manufacturer's/packer's approval process, including audit reports or verified certificates confirming the product safety status of the manufacturing/packing sites supplying the products traded. There shall be a process of review and records of follow-up of any issues identified at the manufacturing/packing sites with the potential to affect food products traded by the company.
8.1.4	There shall be a documented process for the ongoing review of manufacturers/packers, based on risk and using defined performance criteria, which may include complaints, results of any product tests, regulatory warnings/alerts, customer rejections or feedback. The process shall be fully implemented.

8.2 SPECIFICATIONS

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

CLAUSE	REQUIREMENTS
8.2.1	Specifications shall be available for all products. These shall either be in the agreed format as supplied by 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.
8.2.2	The company shall seek formal agreement of the specifications with relevant parties. Where specifications are not formally agreed, the company shall be able to demonstrate that it has taken steps to ensure formal agreement is in place.
8.2.3	Companies shall operate demonstrable processes to ensure that any customer-specified requirements are met. This may be by inclusion of customer requirements within buying specifications or by undertaking further work on the purchased product to meet the customer's specification (e.g. sorting or grading of product).
8.2.4	Specifications shall be reviewed whenever products/packaging or suppliers change or as a minimum at least every 3 years. The date of review and the approval of any changes shall be recorded.

8.3 PRODUCT INSPECTION AND LABORATORY TESTING

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

CLAUSE	REQUIREMENTS
8.3.1	The site shall have a product sampling or assurance programme to verify that the products are in accordance with buying specifications and meet legal and safety requirements. Where verification is based on sampling, the sample rate and assessment process shall be risk-based. Records of the results of assessments or analysis shall be maintained.
8.3.2	Where verification of conformity is provided by the supplier (e.g. certificates of conformity or analysis), the level of confidence in the information provided shall be supported by commissioning periodic independent product analysis.
8.3.3	Where claims are made about the products being handled, including the provenance, chain of custody, and assured or 'identity preserved' status of a product or raw materials used, supporting information shall be available from the supplier or independently to verify the claim.
8.3.4	Where the company undertakes or subcontracts analyses which are critical to product safety or legality, the laboratory or subcontractors shall have gained recognised laboratory accreditation or operate in accordance with the requirements and principles of ISO 17025. Documented justification shall be available where non-accredited test methods are used.
8.3.5	Test and inspection results shall be retained and reviewed to identify trends. Appropriate actions shall be implemented promptly to address any unsatisfactory results or trends.

8.4 PRODUCT LEGALITY

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

CLAUSE	REQUIREMENTS
8.4.1	The company shall have documented processes to verify the legality of products which are traded. This shall include as applicable: • labelling information • compliance with relevant legal compositional requirements • compliance with quantity or volume requirements. Where such responsibilities are undertaken by the customer, this shall be clearly stated in contracts.

8.5 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
8.5.1	The site shall maintain a traceability system for all batches of product which identify the last manufacturer or, in the case of primary agricultural products, the packer or place of last significant change to the product. Records shall also be maintained to identify the recipient of each batch of product from the company.
8.5.2	The company shall test the traceability system at least annually to ensure that traceability can be determined back to the last manufacturer and forward to the recipient of the product from the company. This shall include identification of the movement of the product through the chain from the manufacturer to receipt by the company (e.g. each movement and intermediate place of storage).
8.5.3	The traceability test shall include the reconciliation of quantities of product received by the company for the chosen batch or product lot. Traceability should be achievable within 4 hours (1 day when information is required from external parties).
8.5.4	Where the product is further processed on behalf of the company, relabelled or returned, traceability shall be maintained.

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