
# GFCO Certification Body Manual

# Rev. 2019

The Gluten Free Certification Organization (GFCO) is a program of the Gluten Intolerance Group of North America (GIG)

| GFCO Program Manager | COO | CEO |
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| Paul Vachris Digitally signed by Paul Vachris Date: 2019.05.09 15:34:38 -04'00' | DN: CN = Channon Quinn email = channon.quinn@gluten.org C = US O = Gluten Intolerance Group Date: 2019.05.15 10:37:42 -05'00' | Cynthia Kupper Digitally signed by Cynthia Kupper Date: 2019.05.10 07:25:17 -07'00' |

## Introduction

This Certification Body Manual contains the GFCO certification process elements that apply to our applicants and certification holders. GFCO is accredited to ISO/IEC 17065, Requirements for Bodies Certifying Products, Processes, and Services.

This Manual must be used in conjunction with the GFCO Certification Scheme Manual, for all applicants that choose GFCO as their certification body.

Any changes to the policies and requirements in this document will be communicated to all GFCO clients with a minimum of 30-days notice before taking effect.



Suggestions for improvements to this Manual and the GFCO Standard are encouraged from all parties. Send written comments to GIG at 31214 124th Ave. SE, Auburn, WA, 98092, USA.

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Definitions Used in this Manual

**Brand Owner:** A Legal Entity that owns the brand name of the Product. The Brand Owner may or may not operate the Plants that make the Product, and may or may not know the identity of the Ingredients used in the Product.

**Client:** A Legal Entity that holds a GFCO certification contract as the Brand Owner of GFCO certified Products, or as a Plant manufacturing GFCO certified Products.

**Contract Manufacturer:** A Brand Owner who has certified Product made in a Plant that they do not own, and holds a licensing agreement with GFCO to allow the use of the GFCO logo on those products. A Contract Manufacturer may or may not control the ingredients used in the Products, may or may not take responsibility for the finished Product testing requirements, and may have control of other aspects of production as they have arranged with the Plant.

**Dedicated Gluten-Free Plant:** One in which no part of the Plant, grounds, or storage are used for gluten-containing materials, **OR** one in which the Plant uses some buildings, facilities or storage for gluten-containing materials BUT the gluten free production area or system:

- is fully closed off by solid walls and a roof
- has separate entrances from areas used for gluten
- has separate air handling from areas used for gluten

**Full Certification:** This is the application level required to certify a Product at any Plant. In any relationship between a Plant and a Brand Owner producing Product, at least one of these entities must have applied for Full Certification, and take responsibility for all of the GFCO requirements for Product certification.

**Gluten:** The protein fractions of wheat, rye, barley and their related grains and hybrids that play a role in celiac disease and other gluten sensitivities.

**Gluten-Free:** The presence of gluten at 10 parts per million (“ppm”) or less, or whole grains, beans, seeds, pulses or legumes that contain less than 0.25 gluten-containing grains per kilogram.

**Ingredient:** Any unprocessed raw material made from no more than 2 sub-ingredients (components). Ingredients are processed or combined in order to make the finished Product. The term Ingredient also includes all commodities, chemicals and processing aids used when making the finished Product.

**Legal Entity:** A corporation, joint venture, limited liability company, trust, association or other entity. May also be called a “company”.

**Lot:** Any set of products manufactured from the same pull or staging of ingredients. For example, if your sausage Plant pulls 300 lbs. of chicken from refrigeration, and enough seasonings and casings to run for one or more shifts, all of the sausage produced from that staging of ingredients would be considered one “lot” for the purposes of GFCO testing requirements, even if the sausages go into different package sizes and are labeled with different SKUs or lot numbers. Pulling new ingredients would indicate the start of a new lot.

**Manufactured Material:** Any material used in production of the Product that, at the time it is received by the Plant, is already composed of 3 or more sub-ingredients or has been substantially processed/modified. An example might be chocolate chips used to make a cookie Product. Manufactured Materials are a type of Ingredient, and must be listed as Ingredients on the Product and Ingredient list along with every sub-ingredient (component) in the material.

**Mixed-Use Plant:** A Plant that handles gluten without the level of separation described under Dedicated Gluten-Free Plant.

**Non-conformance:** Any documented deviation from the requirements of the GFCO Certification Standard.

**Plant:** A Legal Entity that, in one or more buildings, stores, processes, combines or packages Ingredients to make a finished Product. The term Plant can encompass a warehouse that receives and stores ingredients, a manufacturing facility, a packaging plant, a finished product storage facility, or any other building that has physical possession of the Product or its Ingredients.

**Private Label Manufacturer:** A Brand Owner who has certified Product made in a Plant that they do not own, and holds a licensing agreement with GFCO to allow the use of the GFCO logo on those products. A Private Label Manufacturer will have no knowledge, control or responsibility for the Ingredients used to make Products, testing requirements, or other aspects of the Plant’s approval to make Products.

**Product:** Any use of the word product with a capital “P” refers to GFCO certified Product. GFCO certified Products are any items that appear on a valid GFCO certificate and display the GFCO logo.

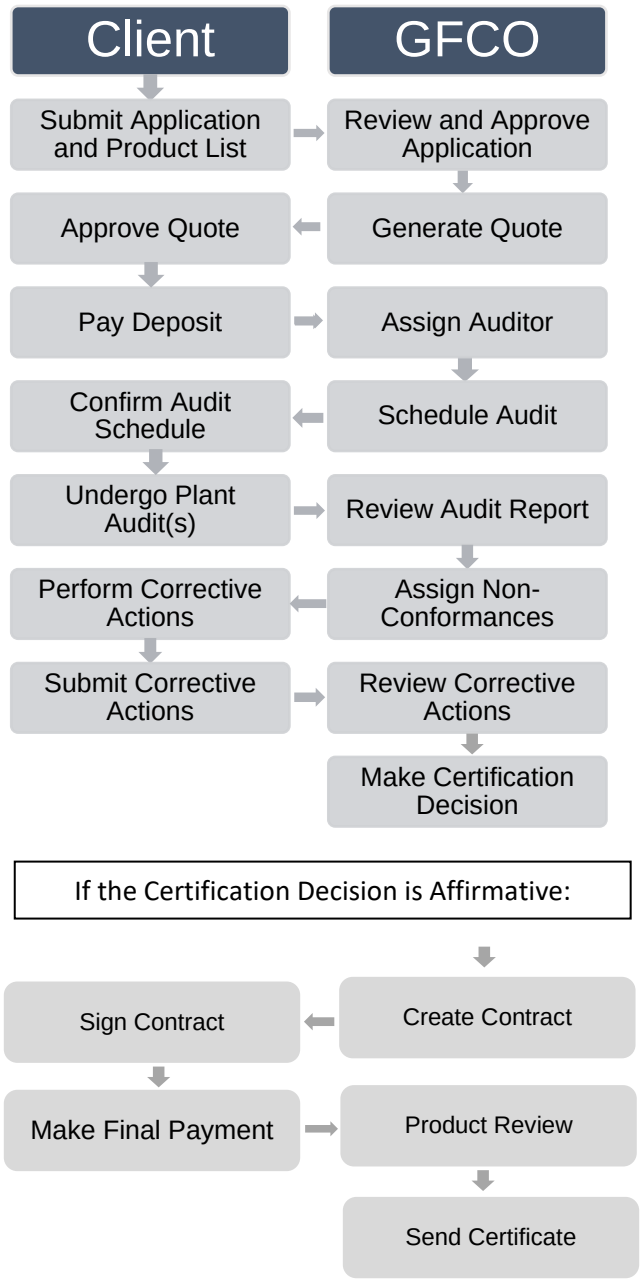
**Rental Kitchen:** A Rental Kitchen is a Plant that allows multiple manufacturers to pay for the use of the building and its equipment by the hour or by shift, or to rent space for production. Other names for a Rental Kitchen are commissary kitchen or incubator.

**Repackaging:** A repackaging Plant purchases bulk or pre-packaged goods and re-packages them for sale. Only low-risk Ingredients, and not Manufactured Materials, can be repackaged using the GFCO logo. The suitability of repackaged items for certification will be determined during the evaluation of Products & Ingredients.

**Supplier:** A Legal Entity that provides Ingredients or Manufactured Materials to a Plant or Brand Owner for use in a Product. May also be called a “vendor”.

## The Full Certification Process

After the Client registers their Plant(s) with GFCO, they can apply for certification



Applying for Certification

## Certification Scope

- See the GFCO Scheme Manual for a list of Product types that are eligible for certification.

*The Certification Applicant*

- See the GFCO Scheme Manual for a list of parties that are eligible to apply for Product certification.

*Audited Plants*

See the GFCO Scheme Manual for a definition of the Plants that require an audit prior to Product certification, the allowances for combining plants into a single audit, restrictions on Manufactured Materials as ingredients, and requirements for Rental Kitchens.

## Preparing to Apply for Certification

Before applying for certification, the applicants should make sure that their Plant meets all of the requirements of the current GFCO Certification Standard. See the GFCO Scheme Manual for a copy of the Standard and information about the types of evidence that auditors will look for.

Once your Plant is meeting the Standard, register the Plant with GFCO at www.gfco.org/plant-registration. Once the registration is complete, you can apply for Product certification at that Plant.

## The GFCO Application

The GFCO Certification Body accepts all applications for certification of foods, beverages, nutritionals/supplements and personal-care items to the GFCO Standard. Consideration for certification does not depend on company size and is independent of other certifications that a Company holds, including other gluten-free certifications. Companies wishing to apply for certification need to complete the appropriate GFCO Certification Application and a non-disclosure/confidentiality agreement.

The application will require the submission of a Product and Ingredient List. Please refer to the GFCO Certification Scheme Manual for details about completing this list.

The Company applying for certification must appoint an Authorized Representative who will serve as the primary contact for GFCO. The company must also appoint a deputy Authorized Representative who will be a secondary contact for GFCO.

Once GFCO receives the completed Application and Product & Ingredient List, a review will determine if the Products fall within the GFCO scope of certification.

The submitted GFCO Certification Application and Product List are valid for 6 months. If the applicant does not continue through the certification process within this timeframe,

GFCO will confidentially destroy these documents. The applicant will need to submit new documents to begin the certification process again.

### The Certification Quote

Once the GFCO Certification Application has been reviewed and approved, the GFCO Customer Service Representative assigned to the applicant can provide a Certification Quote. This quote will serve as an invoice for the required deposit for Full Certification, and as an invoice for the total amount due for a Licensing application. The quote will include the annual certification fee or licensing fee, any annual audit fees, and any estimated fees for audit travel.

The annual certification fee is determined using a standardized fee schedule and takes into account the risk of the Products being submitted for certification. Fees are not based on the number of Products submitted for certification.

The applicant must sign and return the Certification Quote form to their Customer Service Representative and make the deposit payment before any needed Plant audits can be scheduled. Applicants for licenses will only have a total amount due, and not a deposit. The applicant can mail their payment with a copy of their quote to the GIG main office, or make a payment by credit card. The contact information for making payments is:

GIG Accounting
31214 124th Ave SE
Auburn, WA 98092
+1 (253) 833-6655

Certification quotes are valid for 30 days and may be amended after this time. Part of the deposit is non-refundable, as outlined on the quote.

### Licensing Agreements

Licensing Agreements allow Brand Owners to have certified products manufactured in a plant that carries a full GFCO certification, without applying for a full certification themselves. Your GFCO Customer Service Representative can direct you to the GFCO Scheme to apply for a License,

## The Audit Process

### Audit Scheduling

Once the deposit payment is received and processed for a Full Certification, any required Plant audits can be scheduled. An audit typically occurs within 8-12 weeks of receipt of the deposit payment and signed quote, and within 6 weeks if a RUSH has been requested and the rush fee has been paid along with the deposit. Rush audit scheduling is only available within the contiguous United States.

It is not required that the Plant be manufacturing Products submitted for certification on the day of the audit. However, the Plant must be fully set up for manufacturing before an audit can be scheduled, with all equipment and lines in place as they will be used to make certified Product.

GFCO will assign the audit to a qualified GFCO auditor, and this auditor will contact the Plant to schedule the audit.

If a Plant needs to cancel or reschedule an audit, they must inform GFCO at least 48 hours before the audit time. The applicant will be billed for the audit and any incurred travel costs if GFCO is not notified of the cancellation at least 48 hours in advance.

### The Audit Agenda

The following are the steps of the GFCO audit, which may occur in any order. The Plant should allow a minimum of three hours for the audit, although it may take longer depending on the complexity of their documents and facility. The Plant should provide the auditor with a location outside of the production area to review documents and make notes after the audit, as well as to hold the introductory and exit meetings.

1. Introductory Meeting, Discussion of Audit Purpose and Process
2. Document Review. Please be prepared to provide:
    a. SOPs pertaining to gluten-free production.
    b. Current Product and ingredient lists for gluten-free items
    c. Organizational chart
    d. Job descriptions
    e. Purchasing documents
    f. List of approved vendors
    g. Vendor statements on gluten
    h. Training materials
    i. Staff training records
    j. Documentation of receiving inspections
    k. Hazard analysis for gluten
    l. Completed batch/lot records
    m. Documentation of packaging/labeling checks
    n. Corrective action reports for the past year

   o. Mock or actual recall reports for the past year
   p. Internal audit reports for the past year
   q. Testing data for the past year
3. Plant Tour/Inspection
4. Process Observation and Discussion with Staff
5. Documentation of Audit Findings
6. Exit Meeting

During the audit, the auditor may only interact with and obtain responses and evidence from legal representatives and employees of the Plant. It is the Plant's right to have consultants, observers or other outside parties present at the audit, but these outside parties may not provide evidence to meet audit requirements.

The audit ends once the auditor leaves the facility. If the Plant has additional documentation or evidence they did not present during the audit it should be submitted directly to GFCO in response to any non-conformances.

**The Audit Report**

The applicant will receive a copy of the audit report within 10 business days of the audit. If there are any audit non-conformances, this will be a preliminary report. The report will include all non-conformances as well as any other comments from the auditor and reviewer. An audit report will be prepared for each client holding a Full Certification in each Plant.

Every audit report will include the testing requirements for the Plant. These are reviewed and updated at each annual audit.

The audit reports are the property of each Full Certification client, and cannot be distributed to other parties without permission.

**Non-Conformances and Corrective Actions**

Following the audit, an internal technical reviewer will review the report. Based on the auditor's findings, the reviewer may determine that the Plant has one or more non-conformances. The audit report will list each non-conformance and identify the relevant requirement from the GFCO Standard. All non-conformances must be addressed within 60 days.

The Plant must address each non-conformance through their corrective action process. Each corrective action must include a description of the problem (this could be the non-conformance as written), an indication of the steps taken to investigate the problem, the determination of a root cause of the non-conformance, and a proposed solution for the root cause. The applicant must submit a corrective action report, along with evidence that proposed solution has been implemented, for each non-conformance. These documents are reviewed to determine if the non-conformances have been adequately addressed.

Once the applicant has adequately addressed all of the audit non-conformances, a reviewer will go over all of the applicant's documentation, including the application, Product list, and documents received from the audit. This reviewer will make a recommendation for or against certification. This recommendation as well as a statement that all non-conformances have been addressed will be added to the report. A copy of this final report will be sent to the applicant and to the GIG Vice President of Food Safety for review in making the certification decision.

The Certification Decision

**The Certification Decision**

Following a process check to ensure that all of the required documents for certification are present, complete and correctly filed, the GFCO Program Manager, COO or CEO will review the entire application package and make the certification decision. In the event of an affirmative certification decision, the applicant will be sent a completed GFCO Certification Contract for review and signature.

**The Certification Contract**

The Certification Contract lists the Plants where certified Products can be manufactured. The Certification Contract must be signed and returned, and the final certification fees, audit fees and audit travel costs paid before a Product certificate can be generated.

It is the responsibility of the party that signs the Full Certification Contract to ensure that each of the Plants they use to manufacture certified Product are aware of the requirements for maintaining certification, including but not limited to:

- The GFCO Standard requirements
- Testing requirements
- Submission of corrective actions following audits
- Notifying GFCO of any confirmed positive (> 10 ppm) gluten results in finished Product.

**The Certificate**

No Product can be sold bearing the GFCO certification logo until the applicant receives a certificate issued by GFCO that lists that specific Product and the GFCO-approved Plant in which it was manufactured. The signed certificate serves as final documentation of an affirmative certification decision.

Maintaining Certification

- See the GFCO Scheme Manual for the requirements for maintaining certification.

**Packaging Approval and Use of the GFCO Logo**

- See the GFCO Scheme Manual and 2003 – GFCO Branding Standards for requirements regarding the use of the GFCO logo.

**Surveillance Audits**

Each registered Plant is audited annually for compliance with the GFCO Standard. This audit will be identical in scope and content to the initial certification audit, and will follow the same agenda. It is not required that the Plant be manufacturing certified Product on the day of the audit, but all equipment and facilities must be set up as they are used for making certified Product.

Surveillance audits are grouped geographically to save travel costs for our clients, so the certification audit is not linked to the date of certification renewal. As long as the annual certification fee is paid prior to the contract date a new certificate can be issued each year, even if the surveillance audit has not yet occurred. No new certificate is issued following the surveillance audit.

GFCO will assign the audit to a qualified GFCO auditor, and this auditor will reach out to the Plant to schedule the audit. The Company will be responsible for all audit fee and travel costs incurred at a Plant if they have not notified GFCO to remove the Plant from their certification contract.

If a Plant needs to cancel or reschedule an audit, they must inform GFCO at least 48 hours before the audit time. The contract holder will be billed for the audit and any incurred travel costs if GFCO is not notified of the cancellation at least 48 hours in advance.

As with the initial certification audit, non-conformances may be assigned based on the findings of the surveillance audit. Non-conformances from a surveillance audit must be addressed within 60 days in order to avoid the probation, reduction or withdrawal of certification.

**Testing**

Each company holding a Full Certification is responsible for ensuring that ingredient, equipment and finished Product testing is performed as assigned on their annual audit report, and according to the conditions of the GFCO Scheme Manual. All Plants will be assigned some level of finished Product testing based on their inherent risks, and all high-risk Ingredients must be tested prior to use. Testing data must be submitted to testing@gluten.org at the end of every calendar quarter, regardless of the certification body that the Plant uses.

## Notification of Out-of-Specification Product and Recalls

See the GFCO Scheme Manual for the requirements regarding out-of-spec product notifications.

## Changes to the Certification

### Contact Information Changes

GFCO must be notified of any changes to the contact information for the Plant's primary or deputy authorized representatives, for the Brand Owner's primary contact, or for any company's accounts payable contact. GFCO must also be notified of changes in company ownership, company name, or company business address.

### Adding or Relocating Plants

New Plants must complete a separate registration, and apply for approval through GFCO.

A change in plant location voids the current certification, and the new location will need to register and apply for approval with GFCO.

### Removing Plants

GFCO must be notified immediately in the event that a Plant wishes to end its registration and product certification**.** GFCO is not responsible for audit fees for travel costs for any audit performed at a facility that the company is no longer using, if the company has not notified GFCO in advance of the change.

The Plant must immediately cease the use of the GFCO logo once their certification is removed. GFCO has the right to request proof that use of the logo has been discontinued.

### Changing Ownership

GFCO must be notified of all changes in the ownership of a Plant or Brand within 30 days of the event.

If a Plant changes ownership but maintains its same legal name and Plant location, the Plant can maintain its registration and certification status.

If the change in ownership results in a change in legal name, the Plant will need to re-register and address the changes with GFCO.

If the change in ownership results in a change in manufacturing location, the Plant will need to re-register and submit a new application to GFCO.

### Product Removals and Additions

During the period that a plant holds a current registration and certification, they may add or remove Products from the certificate by sending a request, using a template provided for this purpose. The Product and Ingredient list amendments will be reviewed within 10 business days, and GFCO will provide a new certificate that reflects the approved changes.

Each company holding a certification contract is responsible for maintaining their own records of the Products and Ingredients that have been submitted for GFCO certification. For confidentiality reasons, GFCO cannot provide any party with a list of the Products and Ingredients that we have on file. Updated Product and Ingredient lists and certificates can only be returned to the authorized contacts.

GFCO Policies

**Public Information about Plants and Products**

- See the GFCO Scheme Manual for details about the information that is made public about registered Plants and certified Products, and the options for removing Plants or Products from publicly available lists.

**Reduction, Probation, Withdrawal or Termination of Certification**

Reduction is the removal, by the certification body, of Products or manufacturing Plants from a certification. This differs from Product updates submitted by the Company, in which Products may be removed at the Company's request, or the voluntary addition or removal of manufacturing Plants.

The removal of Products from the GFCO certificate may occur because:

- The Products were approved in error.
- An ingredient change in the Product has made it ineligible for certification.
- The Products were misrepresented at the time they were submitted for certification.
- Additional information obtained by GFCO has made the Product ineligible for certification.

The removal of Plants from the GFCO certificate may occur because:

- The Plant refuses to allow GFCO auditors to complete an audit.
- The Plant refuses to meet the GFCO Standard requirements.
- The Plant does not complete corrective actions following an audit within 60 days.
- The Plant does not comply with the testing requirements as listed in the certification contract.
- The Plant is found to be using the GFCO logo incorrectly and does not remedy the violation within 90 days.

In the event that any of these situations arise, the GFCO will notify the Company in writing or via email of the intent to reduce their certification. The Company will have 30 days to respond and supply additional information to appeal the reduction. These additional materials will be reviewed and the final decision for reduction will be communicated to the Company within 10 days of receipt of the additional materials. If the decision to reduce the certification stands, the company will be supplied with an updated certificate that no longer contains the Product(s) and/or Plant(s) being removed. The GFCO database and Buyer & Distributor Guide will be updated to reflect the reduced certification.

Probation is a certification status in which the Company has not met its contractual requirements, and has been given a period of time to meet its obligations to avert Withdrawal of certification.

GFCO will place a certification on Probation if:

- The client's only Plant, or all of their Plants. refuse to allow GFCO auditors to complete an audit.
- The client's only Plant, or all of their Plants, refuse to meet the GFCO Standard requirements.
- The client's only Plant, or all of their Plants, do not complete corrective actions following an audit within 60 days.
- The client's only Plant, or all of their Plants, do not comply with the testing requirements as listed in the certification contract.
- The client's only Plant, or all of their Plants, are found to be using the GFCO logo incorrectly and does not remedy the violation within 90 days.

In the event that any of these situations arise, GFCO will notify the Company in writing or via email of the intent to place their certification on Probation. The Company will have 30 days to respond and supply additional information to address the compliance issues. These additional materials will be reviewed and the final decision for Probation will be communicated to the Company within 30 days of receipt of the additional materials. If the Probation decision stands, the GFCO will immediately change the affected Plant's registration status to reflect the Probation.

Once on Probation, the client will have an additional 30 days to address the compliance issues before their certification is moved to Withdrawal. If the corrective action has been implemented successfully, GFCO will immediately amend the Plant's registration status.

Withdrawal is the cancellation of the certification contract by the certification body, and the withdrawal of all rights for use of the GFCO certificate and logo.

Withdrawal of Certification is a serious step, and will be initiated only when it becomes apparent that normal corrective action proceedings, including Probation, have been unsuccessful in bringing about full compliance with the GFCO Certification requirements.

GFCO will move to withdraw certification when the Company:

- Is notified of a Probation but does not address their compliance issues within 30 days.
- Has falsified records or otherwise mislead GFCO
- Fails to meet its financial obligations
- Has a change of name or location – these require a new registration and application for certification

In the event of a potential withdrawal, GFCO will notify the client in writing or via email, including the reasoning and the effective date.

If the withdrawal is due to non-payment, once the client is 60 days past-due they will be sent a withdrawal warning, and given an additional 30 days to make their account

current. At the end of those 30 days, GFCO will notify the client and any other Brand Owners or clients whose certified Products are affected by the withdrawal. Following this final withdrawal notice, Products can be made at these facilities for an additional 30 days before the Plants' statuses will be changed to "withdrawn" and the Products removed from the GFCO list of certified Products.

If the withdrawal is due to a lack of compliance with GFCO requirements, GFCO will notify the client of the compliance issues and attempt to assist the client in resolving them. If the client is non-responsive within the time-frame provided in the notification, or if the client indicates that they are unwilling to comply with GFCO requirements, the withdrawal may be immediate, and include the removal of all associated products from the GFCO list of certified Products, the change of the Plants' status to "withdrawn", and the notification of all Brand Owners and other clients whose Products are affected by the withdrawal.

If a client's certification is withdrawn, they will need to re-register and re-apply for certification after addressing the financial or compliance issues that led to the withdrawal. Depending on the reason for the withdrawal, GFCO may impose a "waiting period" of up to 6 months before the client may re-apply.

Following notification of Withdrawal, the Company will still be responsible for payment for all services rendered (audits, travel fees) and fees under the certification contract.

Termination is the term used when a company wishes to voluntarily withdraw from the certification program.

Termination must be done by written or email notice to GFCO. The termination date will be the expiration date of the current, active certificate(s) held by the client. All Brand Owners or other clients whose Products will be affected by the termination will be notified of the pending termination no later than 30 days before the certification term ends, or immediately if the remaining certification term is less than 30 days.

**Conflict of Interest**

The certification of Products requires that the practices of GFCO be fair and impartial to all applicants for certification. GFCO evaluates certification applicants based solely on their Products and production practices, and does not allow any other information to affect a certification decision.

For the GFCO certification program, employees and auditors will be considered to have a potential conflict of interest if:

- They were employed by a registered Plant or their direct competitor, or performed consulting work in regards to the GFCO Standard for the Plant, within the past 2 years.

This means they cannot work with or make decisions regarding certification for these Plants, but may work with others where no conflict exists.
- They have a relationship, positive or negative, with anyone working in a registered Plant. This means they cannot work with or make decisions regarding certification for this Plant, but may work with others where no conflict exists.
- They or their family have a financial interest in any of our registered Plants (direct ownership, individual stocks). This means they cannot work with or make decisions regarding certification for this Plant, but may work with others where no conflict exists.

GFCO also encourages all staff and auditors to report any situation that may impact their ability to treat each Plant impartially.

Plants may refuse the services of an auditor if they feel a conflict of interest exists. This must be done by notifying GFCO, and describing the potential conflict that they perceive.

## Complaints and Feedback

Gluten-free certification is a voluntary activity, and GFCO recognizes the extra efforts required by companies that choose to pursue certification. GFCO strives to provide timely, helpful and accurate customer service to assist companies in achieving and maintaining certification. This following describes the ways in which GFCO certified companies and applicants can provide feedback, both positive and negative, and how instances of negative feedback will be resolved.

GFCO actively seeks feedback from its clients through annual post-audit surveys and a feedback form available on its website (http://www.gfco.org/contact-us/). In addition, clients regularly provide feedback during phone calls and in emails. While feedback may be positive or negative, this section will focus on feedback provided by clients that are dissatisfied with the service they have received from GFCO, and will describe how these concerns are handled.

*Notifying GFCO of a Complaint or Concern:*
If you have a complaint or concern about your certification, please contact our main office at (253) 218-2956, or email gfco.clientsupport@gluten.org.

*Response Timeline:*
Many concerns can be handled informally on the day they are received, but some problems require additional research and analyses. For complaints that cannot be handled the day they are received, GFCO strives to provide a solution within 5 business days.

*Complaint Resolution:*
Most complaints are minor and can be resolved through:
- Explanations of GFCO policies and procedures
- Provision of certificates or other documentation or reports

- Review of the customer's billing statement

Some concerns will require additional investigation and review of information provided by the client and our own internal documentation in order to provide a resolution. These might include concerns about:

- Testing requirements
- Audit frequency
- Ingredient risking

In order to avoid a conflict of interest, personnel that have been previously employed by the Company or one of its direct competitors within the past 2 years may not be involved in these additional investigations and subsequent decisions (though they can resolve minor complaints such as the examples given above). Complaints that identify departures or errors in our management system will also be addressed through GIG's Corrective Action process (F1008). The Corrective Action process involves a deeper investigation into the root cause of the error, proposal of one or more solutions, and a review of the effectiveness of the solution(s). Corrective Actions are reviewed in weekly business group meetings, internal audits and annual Management Reviews. Results of a Corrective Action Investigation may or may not be shared with the company initiating the complaint, depending on the confidentiality of the information in the report.

## Appeals

Companies that have Products certified by GFCO, or companies applying for Product certification through GFCO, can appeal certain decisions that occur during the certification process. The decisions that can be appealed are:

- Testing requirements assigned to manufacturing and packaging facilities
- The decision to grant or deny certification
- Risk levels for ingredients used in certified Products
- Certification fees

Companies can make an appeal by contacting the customer service representative assigned to their certification, or by contacting the GFCO office at 253-218-2956 or gfco.clientsupport@gluten.org. Any GFCO staff or auditor may also initiate an appeal on behalf of a company.

For all appeal types, any GFCO employee that has been employed by, or done consultancy for, the company involved in the appeal within the previous 2 years may not be involved in the appeal process.

*Appeal Process*
All appeals are reviewed by a panel of GFCO staff and managers, taking into account GFCO policies. This panel will typically include the GFCO Program Manager, the COO, and other staff familiar with the client, or who filed the appeal on the client's behalf.

The goal of the appeal is to reach a consensus decision. In the event that a consensus cannot be reached, the final decision will be made by the COO.

**Impartiality**

The GIG Board and Management of GFCO are committed to impartiality in all interactions with our clients and applicants for certification.

*Responsibilities:*
The COO is responsible for hiring and providing appropriate resources and controls in such a way as to avoid conflicts of interest and to preserve impartiality. The GFCO Program Manager and GFCO Quality Control Manager are responsible for training certification personnel and auditors of possible sources of conflict and the requirements for maintaining impartiality.

*Identifying Sources of Bias or Conflicts of Interest:*
GIG and GFCO recognize that threats to impartiality can be based on ownership, governance, management, personnel, shared resources, finances, contracts, marketing, and payment of commissions or other inducements for the referral of new clients. These sources of conflict are reviewed at each Management Review meeting, and any known relationships between certified companies, applicants, employees or auditors is reviewed in order to determine if a conflict exists.

*Measures Taken to Avoid Conflicts of Interest and Safeguard Impartiality:*
- Training all personnel and auditors of the potential sources of conflict of interest.
- Specific requirements for hiring personnel that limit those who have been employed by a certified company within the past 2 years.
- Contractual requirements for auditors to eliminate conflicts of interest.
- Training all personnel and auditors on the prohibitions on consulting during the certification and auditing processes.
- Confidentiality agreements with all employees, auditors and contractors.
- Use of an Impartiality Panel to review sources of potential impartiality.

*Impartiality Panel*
The GFCO Impartiality Panel consists of at least three members drawn from key interest groups, including:
- GFCO certified clients
- Industry representatives
- Members of government regulatory bodies
- Members of NGO or consumer organizations

- Employees of GIG that are not part of GFCO business operations

Although GIG employees may serve on the Impartiality Panel, only one position on the panel may be filled by a GIG employee to prevent predomination of internal interests. The panel must be selected to ensure that it is free from any commercial, financial or other pressure that might influence its decision.

The Impartiality Panel is authorized to review the operations and procedures of GIG and GFCO, and to review de-identified client documentation as it pertains to specific cases for review. Impartiality Panel members must respect the confidentiality requirements of GFCO and its clients, and will complete non-disclosure/confidentiality agreements with GFCO before serving on the Panel.

The initial members of the Panel were appointed by the GIG CEO for a term of 1 year, but continuing annual appointments are made by the Panel itself. The requirements for appointment are that the person be open-minded, ethical and diplomatic (as judged by the Panel), and have knowledge of the certification process (by being employed or certified by GIG/GFCO), or of the gluten free industry (as evidenced by employment history). Panel members may be re-appointed to additional one-year terms, but may not serve for more than 5 consecutive years or 8 years in total. GFCO retains the authority to appoint and withdraw members of this Panel as needed.

The Impartiality Panel meets once per year either in-person, via teleconference or by video conference. The GFCO Quality Control Manager moderates the meeting to provide clarification on questions and procedural guidance. Minutes will be recorded by an additional, non-participating, GIG employee or by the use of a recording device with the consent of all attendees.
The agenda for the Panel meetings will consist of:

- Review of the role, purpose and responsibilities of the Panel
    - Input on policies and principles relating to impartiality of certification
    - Feedback on observed tendencies of GFCO to allow commercial or other considerations to prevent consistent, impartial provision of certification activities
    - Review of matters affecting impartiality and confidence in certification, including openness.
- Completion of non-disclosure/ confidentiality agreements for new members
- Review of CAPAs from the previous meeting
- Review of the impartiality of the audit process
- Review of the impartiality of the certification process, including certification decisions
- Review if any possible sources of bias uncovered during the previous Management Review meeting
- Review of the impartiality of any decisions to withdraw certification during the previous year
- Appointment of the next Panel

Following the meeting, a report of the meeting minutes and initiate any action items that resulted from the discussion will be prepared. GFCO Management is committed to acting on input from the Impartiality Panel through its Corrective and Preventive Action Procedures, provided that input does not directly conflict with GFCO procedures and standards. If recommendations from the Panel are not implemented for this reason, it will be documented as such on the applicable Corrective/Preventive Action report. If GFCO elects not to act on input from this Panel, the Panel has the right to take independent action, as long as they adhere to the confidentiality requirements of GFCO and its clients.