



ISCC EU/ ISCC PLUS Certification Regulation

1 RESPONSIBILITIES OF GUARDIAN INDEPENDENT CERTIFICATION (GICG) AND THE CLIENT (ECONOMIC OPERATOR)

1.1 Responsibilities of GICG

The requirements of the relevant ISCC certification system invariably apply.

- The tasks of GICG within the framework of the inspections and audits at economic operators' site(s) are specified in GICG certification procedure based on applicable ISCC certification system(s).
- GICG undertakes to report to the ISCC on the performed audit procedure. This will be done immediately after completing the certification process and by using reporting forms as provided by the ISCC certification system.
- Any non-conformities that have been identified shall be carefully recorded regarding the nature and extent of the findings as well as the proposed measures for eliminating the non-conformities.
- In the event of imminent danger, ISCC must be notified in advance of the non-conformity bypassing the formal procedure.
- GICG undertakes to document the results of the assessment activities in such a way that ISCC may, in the future, have easy access to the inspection results or any other authority that is responsible for the accreditation of GICG.
- GICG undertakes to provide ISCC and to any other authority that may be responsible for the accreditation of GICG in the future with an insight into this documentation and to report to ISCC on the carry out audit activities.
- If measures for eliminating the non-conformities are taken in accordance with the proposed corrective actions, GICG shall check their effectiveness and compliance. In such cases the client is liable for the possible additional costs (e.g., for subsequent inspections/ audits).
- GICG undertakes to treat all information regarding the company of the client to which it has been granted access with care and only to make use of the information for the agreed purpose. Documents to which GICG has been granted access are only passed on to third parties and/or published in accordance with the rules of the applicable ISCC certification system. In case of dispute, the certification body may disclose confidential information to the competent arbitration authority. The client may release GICG from its confidentiality for specific reasons.
- GICG keeps and, if required, publishes a register of the clients certified by itself, along with the scope of the certificates.
- Complaints of third parties that are received by GICG regarding the activities of the clients that were certified by GICG are recorded in writing, investigated, and then actioned.
- GICG records complaints and claims of the client regarding the certification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the client and GICG, the complaints procedure GICG published on its website www.gicgrp.com is used.
- If requirements of the applicable ISCC certification system were not fulfilled in the audit, GICG can perform a repeat audit at the client's premises.



1.2 Responsibilities of the client

The requirements and certification conditions of the applicable ISCC certification system basically apply.

- The client undertakes to always fulfil all the legal requirements of the applicable ISCC certification system.
- The client fully agrees to the GICG certification procedure based on applicable ISCC certification system(s) in the currently valid version.
- The client shall provide GICG with all documents relating to the certification in good time (2 weeks) before the audit. In particular the following documents where applicable should be provided prior to the audit:
 - Individual GHG Calculation
 - Mass Balance
 - A list of all points of origin (PoO) (applies for collecting points)
 - List of storage facilities / warehouses with address and/or geo coordinates
 - List of farms / estates with address and/or geo coordinates (applies for first gathering points)
 - Information about the polygons showing the exact boundary lines of a farm or plantation in a Shape-, KML- or KMZ file format or similar information (applies for farms or plantations which are not under the EU Cross-Compliance system)
 - Or
 - A comprehensive GRAS (Global Risk Assessment Services - <https://www.gras-system.org/>) analysis
 - For Collecting Points: List of Dependent Collectors (applies for collecting points) acting on behalf of collecting point.
- For Collecting Points: List of Dependent collectors (applies for collecting points)
- The client will perform a complete internal audit before the certification audit and before all recertification audit(s).
- All elements of the applicable ISCC certification system and the locations/production sites that are relevant for the scope of the certificate shall be audited. A management review taking these audit results into consideration shall be performed before the audit of GICG and must be documented. The result of the review shall be provided in English language to GICG in writing at least 2 weeks before the start of the audit.
- At least 2 weeks before the start of the audit, the client shall name the contact person responsible for the audit process to GICG in writing.
- The client shall make all the necessary arrangements in order to ensure that the inspections to be carried out during the audit by GICG can be performed reliably, including taking of samples, and shall provide the auditors with access to all information, documents and records, e.g. regarding deliveries, certificates, calculations, proofs, audits and complaints, and shall provide and arrange access to all areas of the operation and to the personnel at all relevant sites.
- The client undertakes to grant the personnel of the applicable ISCC certification system and to the respective accreditation body (if such is designated) access to all necessary documents, records and areas of its premises at all times.
- In the case of audits taking place abroad where auditors are to be accompanied by the controllers of the ISCC certification system or by the applicable accreditation authority (if such is designated), the client shall provide a respective interpreter for the duration of the audit at its own expense.



- Following issuance of the certificate or amendments to the certificate, the client undertakes to inform GICG of all important changes. This applies for example to changes regarding the legal or organizational form of the company, or changes to the biomass, the technologies, the economic or ownership arrangements, the organization or the management [such as key personnel in management positions, decision-making or specialist technical personnel etc.], the contact address and the locations, the scope of the certified ISCC management system and important changes to the management system and the processes.
- The client shall electronically transfer all Proofs of Sustainability issued in accordance with ISCC EU or ISCC Plus requirements, in the required format, within 24 hours of their issue to the appropriate authority, in Germany the BLE in Bonn to NABISY database and to GICG enquiries@gicgrp.com, and shall archive the proofs for at least 10 years following their issue.
- The client undertakes to record all complaints regarding the requirements of the applicable ISCC certification system, along with actions taken and their effectiveness. Appropriate documentation must be provided to the auditor during the audit.
- The certificate may only be used by the client and only in direct association with the audited product and the audited organization.
- It is not permitted to make use of the certificate in relation to laboratory test reports, calibration certificates, inspection reports or reports/certificates for persons.
- The client must ensure that within the competitive environment, the certificate or statement of conformity is only used in such a way that a statement is made regarding the certified area of the client, which corresponds to the certification itself. In addition, the client must ensure that within the framework of competition, the impression does not arise that the certification performed by GICG is like an inspection performed by an official governmental body.
- Following suspension or withdrawal of the certification, the client undertakes to immediately cease all advertising and use which is related to the certification in any way whatsoever and to return all certification documents to GICG immediately.
- The client shall inform GICG in writing of any advisory or consultancy services performed in the certification area before or after conclusion of the contract, to avoid conflict situations between GICG and a consultancy or advisory company.
- The costs for a repeat audit shall be borne by the client in addition to the price quoted in the offer.
- The client agrees to the publication of the Audit Report on the website of the applicable ISCC certification system.
- The client is obliged to inform GICG which materials will be handled as sustainable under ISCC. Should after the (first) certification the client, contrary to expectations, collect, process, store or trade waste or residual materials (or products made from them), the client shall inform GICG immediately and the surveillance audit has to be carried out accordingly.
- The client agrees that the audit documentation and any other necessary documents may be passed on to the relevant ISCC certification system and authority that is responsible for the accreditation of GICG, e.g., Federal Agency for Agriculture and Food (BLE).
- The client agrees to the publication of the audit documentation and the certificate on the website of ISCC.
- The client agrees that the audit documentation and any other necessary documents may be passed on to ISCC.



1.3 Arrangements regarding occupational health and safety

1.3.1 Arrangements to be undertaken by the client

In due time before performance of the contractual services, the client shall provide information regarding risks, hazards, and stress, which could originate from the working environment in the client's factory or on the client's premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.

The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.

The client shall ensure that employees of GICG only perform work when accompanied by an employee of the client.

The client shall provide the employees of GIC with instruction based on risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.

The client shall supply any necessary personal protective equipment which may be necessary, and which is not provided by GICG (helmet, safety boots or shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

1.3.2 GICG

Personnel employed by GICG may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

2 VALIDITY AND RIGHTS OF USE OF THE CERTIFICATE

- The validity of the certificate begins with the date when the certificate is issued and ends as mentioned on the certificate. The term of the certificate depends on the particular standard on which the audit is based but may not exceed a maximum of 1 year. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of GICG to decide on the necessity for such an audit.
- The scope of the certification is listed in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the English version of the certificate is binding.
- Approval for use of the certificate only applies to the area of the client's company, which has been certified. Use of the certificate for activities which lie outside the scope of the certification, is not permitted.
- The certificate may only be used in the form that is provided by GICG. The mark must be easy to read and clearly visible. The client is not authorized to make changes to the certificate. The certificate may not be used in a misleading manner for advertising purposes.



- The client shall ensure that the certificate are only used in advertising in such a way that a statement regarding the certified area of the client, which corresponds to the certification, is made. The client also must make sure that, within the framework of competition, the impression is not created that certification by GICG is equivalent to a governmental or official inspection.
- If a claim is made against GICG according to the principles of product liability based on use of the certificate by the client which infringes the conditions of the contract, the client has the duty to hold GICG harmless and to release GICG regarding all claims of third parties. The same applies for all cases in which a claim is made against GICG by a third party based on advertising claims or other behavior on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the certificate in accordance with the conditions stated above.
- Use of the the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of GICG. If the client wishes to transfer the right of use of the the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.

3 ENDING OF RIGHTS OF USE

3.1 Client

The right of the client to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to GICG,
- the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- surveillance audits cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the certificate in connection with competition law or intellectual property rights.

GICG is entitled to suspend or terminate a certificate if GICG subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

GICG reserves the right to make final decisions in relation to the certification, issue, refusal or maintenance of the certification, extension, or restriction/limitation of the scope of the certification, renewal, suspension, or reinstatement following suspension, or withdrawal of the certification.

In addition, GICG and the client have the right to terminate the contractual relationship with immediate effect, if use of the certificate is prohibited to the client in a manner which is legally binding. The same applies for the certificate.



3.2 GICG

GICG has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by a given period of 40 days following a suspension, the client can prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

3.3 End of Right of Use

Upon termination of the right of use, the client is obliged to immediately collect and destroy all certificates (originals, copies, pdf documents) and to cease advertising with the certificates.

3.4 Extension of existing Certificates

The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.