

# FAIR TRADE SUSTAINABILITY ALLIANCE

FairTSA



FAIR TRADE AND SOCIAL RESPONSIBILITY STANDARD FOR  
AGRICULTURAL PRODUCTS, PROCESSED FOODS,  
WILD COLLECTED PLANTS, TEXTILES AND  
PERSONAL CARE PRODUCTS AND COSMETICS

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## 0. Introduction

### Mission Statement

FairTSA's mission is to facilitate international trade that is participatory, equitable and sustainable. Our commitment is to run a lean, effective administration to maximize benefit to producer operations. We accomplish this through authentic, transparent partnerships with an international network of organic certification agencies and a wide variety of producers and licensees, all collaborating to make Fair Trade a rewarding way of life.

### Updates

#### Update from 4.13:

Basing Living Wage considerations on the Report of the "Meeting of Experts on wage policies, including living wages", of February 19-23, 2024, and the decision to support and disseminate the Report by the ILO Governing Body during the meeting of March 4-14, 2024, in Geneva in chapter 6.4.4  
Further clarification of wage payment requirements in chapter 6.4  
Additional requirements regarding legal authorization and business permits for all operations in chapter 2.1.

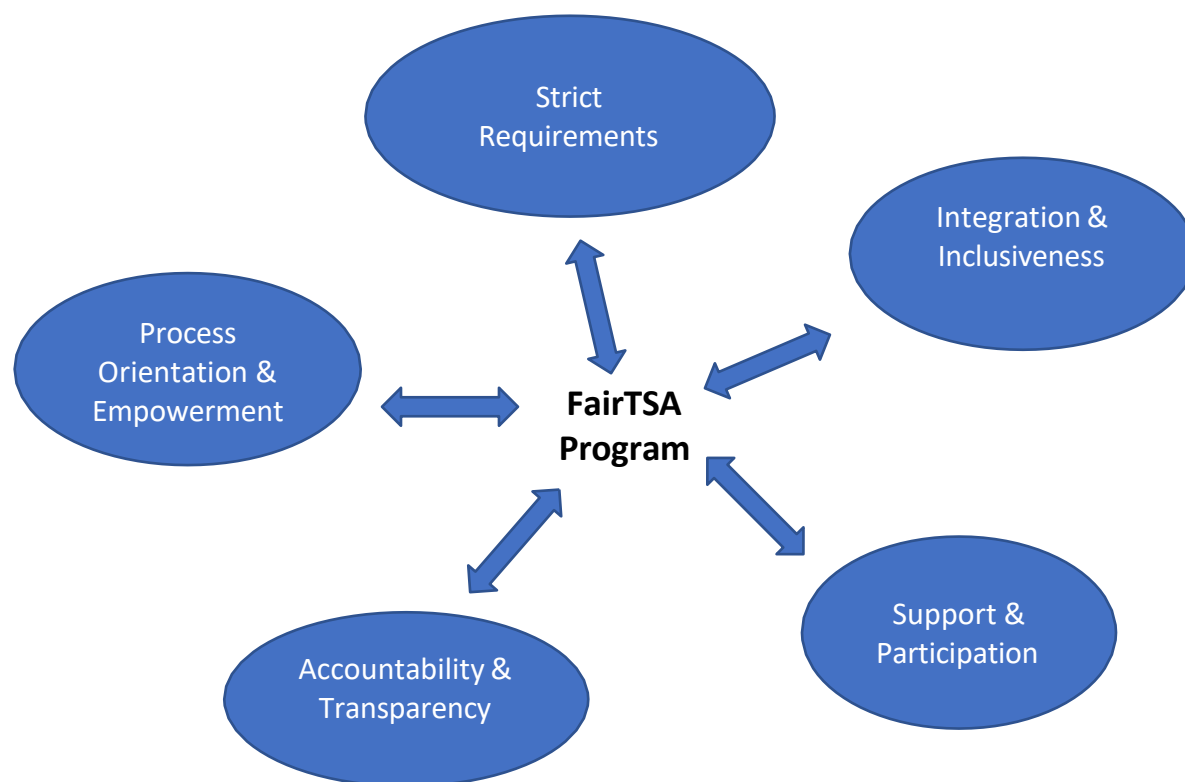
### Governing Principles

There are five Governing Principles for the decision-making processes of the Fair TSA Program:

1. Adherence to the standard and other criteria are **Strict Requirements** that make the FairTSA program meaningful.
2. **Integration and Inclusiveness** allow FairTSA to network with already existing organizations and structures. Those partnerships allow FairTSA to have the largest possible reach with its program and to allocate more resources to support.
3. FairTSA is a standard holder and not active with any of the certification activities. It can therefore dedicate its resources to **Support and Participation** with its producer and licensee partners.
4. **Accountability and Transparency** allow FairTSA's many different stakeholders to get a clear picture of the impact that the FairTSA Fair Trade Program has.
5. **Process Orientation and Empowerment** is the fifth governing principle. FairTSA sees itself as an instigator of social change. In practice that means that we make decisions based not only on the

current situation of an operation, but we include a perspective of future developments.

### Five Governing Principles of FairTSA:



#### Strict Requirements and Cultural Sensitivity

The FairTSA standard is an intelligible and transparent document that defines strict and meaningful conditions to give all stakeholders in the program confidence in products displaying the FairTSA logo.

On the other hand, FairTSA takes into consideration the vast cultural differences that the standard covers and employs a “Cycle of Improvement” approach. This approach recognizes the efforts of a given producer to comply with standard requirements on an ongoing basis and is taken into account when differentiating between minor and major noncompliances.

All FairTSA standards are “process standards,” which determine conditions in terms of production and processing of certified products, materials allowed in that process, and the social, environmental, economic and labor conditions under which certified products can be produced. In and for itself, it specifically does not back any claims that an individual product is “safer” or “of better quality” or any other product quality-related claim.

The FairTSA standard addresses issues such as fairness of price, farm workers' rights, transparency, democratic development, participation, social progress and ecologic sustainability of production systems, biotopes and endangered species.

In this version of the standard, reference to the Nagoya Protocol and questions of access to land, knowledge and genetic resources have been added.

Even though there are many different Fair Trade programs in the market, there are certain standard requirements that all share and that the Fair Trade customer base has come to expect. For that reason, the following existing Fair Trade and relating standards have been considered during the development of the FairTSA Standard (in alphabetical order):

- Control Union Fair Choice
- Ecocert Fair for Life
- Fair Trade Labeling Organization (FLO)
- Fair Trade USA
- IBD Fair Trade
- International Labor Organization Conventions
- ISEAL Alliance Recommendations
- ISO 26000 (Guidelines for Social Responsibility)
- Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity (UN)
- Naturland Fair
- Rainforest Alliance / UTZ's Sustainable Agriculture Network
- Social Accountability Standard SA 8000
- United Nations Agenda 2030 for Sustainability Goals

While most requirements with regard to worker protection such as occupational health and safety protection or minimum pay should be similar among Fair Trade standards, there are differences within the overall program such as number of inspections, cost of certification, pricing, percentage of Fair Trade ingredients in the finished product and respective labeling requirements, community development programs, producer support, and certification turnaround times for applicants.

FairTSA has been building its program with a lean administration and a focus on maximizing benefits to producer communities. While the standard requirements are designed to improve the working conditions and payments of workers and farmers, it is the Community Development Projects that FairTSA and producer and licensing partners are most excited about. They bring creativity and social change directly into rural communities. Having a pool of money available for community investment, representatives from the different stakeholders participating in decision-making, and projects that require participation of the locals and mobilize local resources helps to bring about new dynamics and

engagement for positive change in these communities.

There is another important aspect that lets us put so much emphasis on Community Development Projects: we strive to include as many stakeholders as possible in the decision-making process, including women and youths. In our experience, the inclusion of women and girls leads in many cases to projects that are related to community infrastructure, education, and health. The education of women and girls has an impact that is especially far-reaching: in fact, it has a major impact even in reducing carbon footprints, as document in the “Drawdown Project” developed by Paul Hawken (see [www.drawdown.org/solutions/women-and-girls/educating-girls](http://www.drawdown.org/solutions/women-and-girls/educating-girls)).

With Community Development Projects being such an important part of FairTSA’s work, we place high value on project reports and their verification during annual inspections. We require documentation of project progress and usage of Fair Trade funds from the producer groups and in turn communicate the impact on the communities and the region back to the licensees. To this end, we have created our unique project-based accountability procedure to document the Community Development Projects progress of producers throughout the supply chain all the way to consumers.

### **Integration and Inclusiveness**

Communities are held together by a sense of integration and inclusiveness among their members. We consider ourselves a part of a larger, worldwide community of people wishing to contribute to the global improvement of living and working conditions. FairTSA’s concept lies in using already existing structures wherever possible, in building partnerships with organic certifiers around the world, in cooperating with not-for-profit organizations to improve Community Development Projects and Capacity Building, in accepting other Fair Trade standards under certain conditions, and in making organic certification an integral part of our Fair Trade Program.

#### **1. Cooperating Organic Certification Agencies**

From its inception, the FairTSA program was designed to work with certifiers that comply with the principles of ISO/IEC 17065. Organic certification agencies (and other qualified certification agencies, if interested), once accepted by FairTSA, can offer inspection and certification services to the FairTSA standard to their clients in addition to their work under the various national and private organic and other quality-oriented standards for agricultural production and processing.

The cooperation with organic certification agencies allows FairTSA to operate worldwide and with regional inspectors. For uniform performance, FairTSA provides high-quality trainings to all involved certifiers and inspectors.

The FairTSA Fair Trade program aims to make inspection and certification as smooth as possible. One of our principles is to work with existing certifications as much as possible, to conduct gap analyses where necessary and to request only those requirements of the standard to be inspected and fulfilled by the operation that are not yet covered by similar certifications or audits.



Another important consideration in the decision to invite organic certification agencies to work with the FairTSA program was to achieve a Fair Trade inspection and certification system that is as close to carbon-neutral as possible.

## **2. Producers**

The FairTSA standard is purposefully inclusive. FairTSA does not exclude producers from the program based on their form of organization. Work conditions and quality of life can be improved in any organizational environment. Anyone can apply and if they meet the requirements of the FairTSA standard, they can become certified. Examples include:

- Within the framework of this standard, socially responsible entrepreneurs that do not employ unionized labor also have the option of adhering to the high FairTSA standards and thereby setting an example in their respective societies. They must, however, comply with requirements for the self-organization of workers. Such self-organization must not attempt to replace labor unions.
- Likewise, manufacturers and processors in buying from only loosely organized small farmers can be rightfully Fair Trade certified owing to our unique Community Development program that will foster the self-organization and community development of farmer groups. At the same time, FairTSA fosters and emphasizes organizing such groups into structured cooperatives and/or associations.
- FairTSA aims to be accessible through:
  - Reasonable inspection and licensing fees.
  - Support for producers, even before the first inspection, through free producer webinars.
  - In some cases, FairTSA is able to connect producers with interested buyers and vice versa.

In order to sell a product as Fair Trade and use the FairTSA logo, the following requirements must be met:

- FairTSA Fair Trade certification
- A minimum price must be met
- Buyer must sign a licensing agreement with FairTSA and comply with the requirements of this standard including paying a premium to be invested in Community Development
- Producer needs to engage with Community Development Projects

## **3. Existing Community Development Projects**

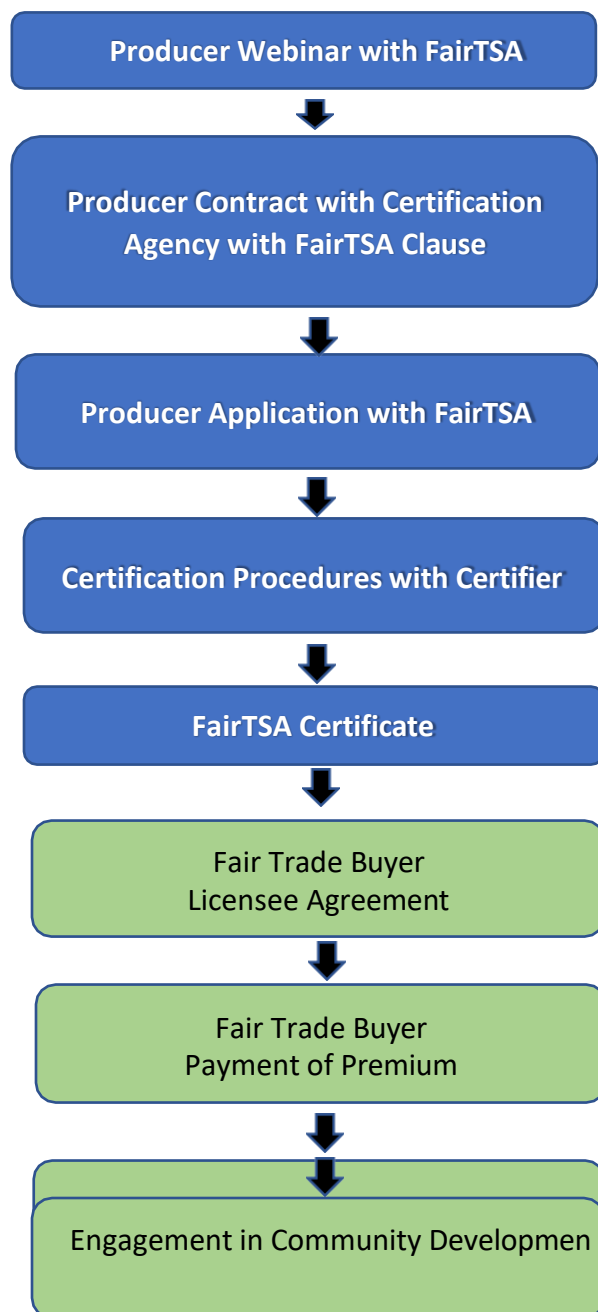
Sometimes interested potential producers or licensees already engage in Community Development activities. If that is the case, FairTSA will review the documentation and decide on a case-by-case basis if the activities can be accepted as a Community Development Project or as part of one. Many

FairTSA licensees or producer members had already created commendable projects that FairTSA is proud to support in their further development within the FairTSA program.

#### 4. Other Fair Trade Programs

FairTSA is interested in cooperation with other Fair Trade Programs, has participated in discussions of harmonizing different FairTSA programs and will accept other certifications based on gap analysis and case-by-case decision-making.

#### Fair Trade Flow Chart:



### **Support and Participation**

The standard is a very important part of each Fair Trade program. However, its implementation is only as possible as the overall program is efficient. While standard requirements must be clear and intelligible, the other components – such as the quantity and quality of inspections, accessibility for small farmers and applicability to seasonal workers – are at least as important as the quality of the work in the field. Support is the key to FairTSA’s ability to keep the program accessible for small operations. Participation is what gives the sense of ownership to communities that are engaged with Community Development Projects.

### **Organic Certifiers**

- a. FairTSA creates the templates for the FairTSA System Plan and the Inspection Report.
- b. FairTSA provides Inspector and Reviewer training.

### **Licensees**

- c. FairTSA can and will engage in networking between licensees and producers, where there is an opportunity.
- d. FairTSA requests and receives the Community Development Project reports from the producers and compiles the information for the licensees who can use it on their websites or for advertising.
- e. FairTSA will help with the sourcing of FairTSA ingredients.

### **Community Development Projects**

- f. FairTSA provides support for starting a first (or later) project.
- g. FairTSA can support with facilitating methods for engaging in community participation in project decision-making and implementation.
- h. FairTSA provides support should difficulties arise in a project.
- i. FairTSA will support networking with not-for-profit organizations in the region or cooperate with existing organizations.

### **Producers**

- j. Monthly Producer Trainings are offered free of charge; participation is mandatory before the first inspection.
- k. FairTSA offices are accessible for information and support.
- l. FairTSA can and will connect producers with licensees, where the opportunity arises.

### **Accountability and Transparency**

Licensees and consumers make an investment in the Fair Trade concept when they choose to pay the price premium associated with Fair Trade. They do so to make a difference in the world. FairTSA sees it as its responsibility to steward the premium with accountability and transparency to the licensee and to the consumer. The program strives to make a difference in producer communities and see Community Development Projects as a powerful tool for the implementation of all kinds of measures

that address needs that were identified by the community, be it education, post-harvest equipment, transportation, communication or health-related issues, a meeting space or even a soccer team that helps bring different segments of society together. Participation in the planning and implementation of a Community Development Project is sometimes the first time that a farm or factory worker experiences having a budget available and communally creating an improvement in their lives.

Accountability regarding Community Development funds and transparency about how they are used are core to the FairTSA program.

### **1. Social Premium**

Social Premium must be paid when a FairTSA certified operation has a buyer with licensing agreement with FairTSA. In addition to the Fair Trade price, a Social Premium to the FairTSA certified operation. That amount is a separate line item, and it is communicated to and tracked by FairTSA. Before the next annual inspection, FairTSA informs the inspector of the amount. An audit of the bookkeeping system and the expenses made from the fund as well as verification of Community Development Project progress are part of the annual inspection.

### **2. Community Development Progress Reports**

All operations with Fair Trade sales are required to submit an annual Community Development Evaluation. This report is also sent to the FairTSA inspector for progress verification and comparison with the bookkeeping. The report is used as basis for a FairTSA internal progress report which is made available to all partners in the supply chain.

## **Process and Engagement Orientation**

Process and Engagement Orientation is the fifth governing principle. Research shows that real change takes place in a process of continuous engagement with producer communities. While we acknowledge that control is a necessary aspect, we emphasize engagement and support as much as possible. We are also aware change takes time, and as long as there is a trajectory of continuous improvement, lively communication and a mutual willingness to learn chances to create a real difference in the life of the producer communities are high.

## **Social Responsibility Programs**

To leverage our existing CCA network and support our partners both on the producer and buyer side, we have also created two Social Responsibility Programs: one for food (SRP-F) and one for non-food processing facilities only (SRP-N). Social Responsibility programs in general are designed to only cover worker rights, remuneration, and working conditions. Fair Trade on the other hand encompasses those, but in addition also supports the small farmers and their whole rural communities including the workers.

The major difference between the SRP food and non-food-programs is that SRP-F requires the whole

supply chain to be certified, while this is not so for non-food processing facilities.

**Social Responsibility Certification Flow Chart**



**How to Read This Standard**

We have formatted the standard in such a way as to make references and program requirements as intelligible as possible. Apart from the **Intent and Scope** sections, the text is arranged in three columns:

1.1.1		
1.1.2	SR	
1.1.3	PG	

**Column 1:** Chapter and Section Number

**Column 2:** Identification of Social Responsibility (SR) Program and Progress Goal (PG) Requirements.

**Column 3:** Standard Text

Example:

The first row, without any color marking, indicates that this text is part of the Fair Trade Standard Requirements.

The second row, marked blue, indicates that the text is part of the Fair Trade Standard Requirements and Social Responsibility Requirements.

The third row, marked green, indicates Progress Goals, which are goals that an operation must comply with after 3 years after the first inspection. This text is part of the Fair Trade Standard Requirements.

# 1. Cooperating Certification Agencies (CCAs)

**Chapter 1 is intended for:**

- Cooperating Certification Agencies

## **Intent and Scope**

This chapter serves to describe the important role that Cooperating Certification Agencies (CCAs) have in the partnership with the FairTSA Fair Trade program. Working with local and regional certifiers as much as possible ensures that resources are being used wisely, that skilled local knowledge workers with the appropriate cultural background are employed, and that local economies are strengthened to the highest degree possible.

This chapter lays down the basic mutual rights and obligations between CCAs and FairTSA.

<b>1.1 Requirements for Cooperating Certification Agencies</b>		
1.1.1		<p><b>Agreements with Certification Agencies</b></p> <p>FairTSA is the standard holder and offers accreditation to certification agencies so that they may function as certifiers for the FairTSA standard. The certification agencies receive and process client applications, carry out inspections and make the certification decision.</p> <p>Any certification agency in compliance with ISO 17065 that wishes to work with the FairTSA standard may apply with FairTSA.</p> <p>An annual fee covers administrative tasks and provision of forms such as the FairTSA System Plan, inspection report, review check list, and guidance documents. Inspector and Reviewer trainings are offered by FairTSA for a separate fee.</p> <p>The Cooperating Certification Agency (CCA) commits to:</p> <ul style="list-style-type: none"><li>• Close cooperation with FairTSA.</li><li>• Timely communication and processing of application, inspection and certification documentation.</li><li>• Timely supplying of FairTSA certificates to the operation and the FairTSA office.</li><li>• Communication of inspection dates and Inspector contact information so that Community Development information can be sent to the Inspector.</li><li>• Review of labels for raw materials and retail consumer products.</li></ul>

		<ul style="list-style-type: none"> <li>• Confidentiality in all matters of FairTSA inspection and certification.</li> <li>• Fostering FairTSA's licensee relationships by communicating buyer information to FairTSA.</li> </ul> <p>Other specific rights and obligations of the relationship between FairTSA and the Cooperating Certifying Agencies are addressed in the Accreditation Agreement.</p>
1.1.2		<p><b>Costs of Inspection and Certification</b></p> <p>The CCA must publish a complete inspection and certification fee schedule and provide this schedule to all operations that request information material regarding FairTSA.</p> <p>The CCA must provide a cost estimate based on the fee schedule for certification services, including inspection, before the certification contract is signed.</p>
1.1.3		<p><b>FairTSA System Plan</b></p> <p>The FairTSA System Plan (FSP) is a document that each operation applying for certification under the FairTSA standard must complete before the inspection can be scheduled.</p> <p>The CCA must furnish every applicant with the appropriate FSP forms, which then must be returned to the CCA with the proper information included.</p> <p>The CCA should not schedule an inspection before receipt of the FSP. The initial acceptance decision is based on the FSP. The FSP must be updated annually.</p>



1.1.4		<p><b>Inspections</b></p> <p>Upon accepting an operation for inspection and certification under the FairTSA standard, an inspection date must be mutually agreed upon in a timely manner. The inspection shall be scheduled such that the crop(s) in question can be inspected at or before the harvest.</p> <p>The Inspector must receive a comprehensive package with the relating documentation well before the inspection date to enable proper inspection preparation. This package must include copies of all applications, the updated FairTSA System Plan with all attachments, information about prior non-compliances and corrective measures, the inspection form and other important information as applicable.</p> <p>FairTSA must be informed of the inspection assignment, including Inspector name, contact and date once the inspection has been scheduled so that the Inspector can be provided with the Community Development Project documentation to be verified at inspection.</p>
1.1.5		<p><b>Certificates and Trademarks</b></p> <p>Contact information and all certificates of a FairTSA certified producer or company and the certificates issued to them must be kept on file by the CCA and provided to FairTSA.</p> <p>Certificates must be individually numbered, and, if they are sent as e-mail attachments in electronic form, they must be sent as secured pdf-files.</p> <p>The operation needs to confirm receipt of their FairTSA certificate not later than 14 days from receipt of the certificate.</p> <p>Files of printer-ready HIGH RESOLUTION FairTSA trademarks and registered trademarks are furnished by FairTSA exclusively to licensees who have a valid licensing agreement with FairTSA. Use of such trademarks is governed by the licensing agreement.</p> <p>Appendix 1 provides a template with all specific components that the certificate must contain in order to be valid.</p>

1.1.6		<p><b>Sub-Contracting</b></p> <p>The CCA may sub-contract certain tasks such as inspections or analyses for chemical and biochemical composition of products to external entities or persons.</p> <p>In such cases, the CCA shall:</p> <ul style="list-style-type: none"> <li>• Take full responsibility for such subcontracted work.</li> <li>• Ascertain confidentiality in all matters.</li> <li>• Fully maintain responsibility for granting, maintaining, extending, suspending or withdrawing certification.</li> <li>• Ensure that the sub-contracted entity or person is competent and complies with the rules and procedures of the CCA and the applicable provisions of the FairTSA standard, specifically with regard to training requirements and the conflict of interest policy.</li> </ul>
1.1.7		<p><b>Residue Testing and Sample Procedure</b></p> <ul style="list-style-type: none"> <li>• When residue testing is requested, the samples for an analysis of the chemical or biochemical composition of products must be taken and handled according to scientifically accepted methods.</li> <li>• Samples must be analyzed by an accredited laboratory.</li> <li>• The chain of custody for each sample must be documented.</li> <li>• Each person taking temporary custody of the sample must sign the “Chain of Custody” form with time and date.</li> <li>• Samples must be transported under proper environmental conditions (for example, cooled or frozen) to maintain the integrity of the sample.</li> </ul>
1.1.8		<p><b>Supply Chain Certification and Audits</b></p> <ul style="list-style-type: none"> <li>• The CCAs must support FairTSA in securing the complete traceability of FairTSA certified products back to the supplier.</li> <li>• Participants in the FairTSA supply chain are certified or audited by a CCA of their choice.</li> <li>• Upon request, the certifiers will provide FairTSA unfettered access to the certification and auditing data.</li> <li>• All data must be kept on file for a minimum of five years.</li> </ul>

1.1.9	<p><b>Inspection Requirements for Grower Groups with Internal Control System (ICS)</b></p> <p>FairTSA requires that the minimum number of individual farms to be inspected be at least equal to the requirements for the applicable organic standard, but not less than the number equaling the square root of participating small farmers, rounded up to the next integer. For example, if there are 105 member farms for the ICS, this would require 11 farms to be inspected by the Inspector, as the square root of 105 is 10.25, which is then rounded up to 11.</p> <p>In case the products are not certified organic, at least 10% of the smallholders must be inspected by the Inspector. The actual number of individual farm inspections will be determined by the CCA based on objective criteria such as location of small farms, degree of familiarity with the standard and complexity of operation. A risk assessment for the respective grower group will allow the CCA to determine the minimum number of members to be inspected on an annual basis.</p> <p>The risk assessment and the minimum number of members to be inspected will be disclosed to the Grower Group after the FairTSA System Plan has been received by the CCA and not less than 14 days before the inspection is scheduled.</p> <p>In addition to the member inspections, a headquarters' inspection must be conducted every year by a FairTSA trained and authorized Inspector and cover the following:</p> <ul style="list-style-type: none"> <li>• Audit trail and mass balance for samples of FairTSA certified products.</li> <li>• Evaluation of general state of records.</li> <li>• Review of inputs used and distributed among members.</li> <li>• Assessment if management is knowledgeable about FairTSA.</li> <li>• Review of lists of grower communities including the respective members.</li> <li>• Inspection of all processing facilities, centralized storage facilities and internal transportation systems.</li> <li>• Review of packaging materials.</li> <li>• Review of education program.</li> </ul>
<p><b>1.2. CCA Quality Management</b></p>	

1.2.1		<ul style="list-style-type: none"> <li>• A brief description of the organization.</li> <li>• A quality management policy.</li> <li>• Policy and procedures for conducting management reviews.</li> <li>• Administrative procedures including document control.</li> <li>• A job description, specific responsibilities and reporting lines for each person responsibly involved in FairTSA inspection and certification activities.</li> <li>• The procedure for the recruitment, selection and training of certification body personnel and a list of approved sub-contractors and their training as applicable to FairTSA certification and inspections.</li> <li>• Procedures for handling of non-compliances and ensuring the implementation of corrective measures.</li> <li>• The procedures for inspection, evaluation and certification of operations and products.</li> <li>• Procedures for issuance of non-compliances, corrective actions, and withdrawal of FairTSA certification.</li> <li>• Procedures for internal audits.</li> </ul>
1.2.2		<p><b>Internal Audits</b></p> <p>CCAs must conduct an internal audit once a year. The audit shall include all FairTSA inspection and certification procedures and the personnel responsible for the procedures.</p> <p>The CCA shall ensure that:</p> <ul style="list-style-type: none"> <li>• All personnel responsible for the area audited are informed of the outcome of the audit.</li> <li>• Corrective action is taken in a timely and appropriate manner.</li> <li>• Results of the audit are properly documented and made available to FairTSA.</li> </ul>
<b>1.3. Requirements for Inspection and Certification Personnel</b>		
1.3.1		<p><b>Qualifications</b></p> <p>FairTSA needs to approve all Inspectors who will perform FairTSA inspections. All Inspectors to be trained according to the FairTSA Fair Trade Standard must have:</p>

		<ul style="list-style-type: none"> <li>• At least two years of prior inspection experience either in organic, Good Agricultural Practices (GAP), Fair Trade or Social Responsibility inspections and/or certification.</li> <li>• A bachelor's degree in a relevant field or at least three years of relevant industry experience.</li> <li>• Inspectors must submit to FairTSA a resume and the recommendation of the management of the certification agency the inspector works for.</li> <li>• FairTSA may, at its sole discretion, reduce the requirements in cases of especially qualified applicants.</li> </ul>
1.3.2		<p><b>Training</b></p> <ul style="list-style-type: none"> <li>• All CCA personnel who are charged with inspection or certification tasks relating to the FairTSA standard must have participated in a training conducted by FairTSA.</li> <li>• The training curriculum includes information about the standard and associated documents in addition to the usage requirements of the certificate and logo.</li> <li>• FairTSA will keep a list of authorized Inspectors and will provide that information to the CCA as well as to the individual Inspectors.</li> <li>• Proof of participation at FairTSA training sessions must be kept by the CCA as part of the personnel files.</li> </ul>
1.3.3		<p><b>Impartiality</b></p> <p>All inspections and certification decisions must be carried out with an impartial attitude based on the FairTSA standards. All inspection and certification personnel as well as sub-contracted personnel must sign a document that they will comply with this principle.</p>
1.3.4		<p><b>Conflict of Interest</b></p> <p>All inspection and certification personnel of the CCA as well as sub-contracted personnel must fill out and sign a "Conflict of Interest" form. In this form, they must declare all potential conflicts of interest with companies and organizations to be inspected, reviewed or certified for themselves, their spouses and other direct family members, and commit to abstaining from the inspection and certification process for a certain operation if such a conflict of interest exists.</p>

<b>1.4. Impartiality by FairTSA</b>		
1.4.1		<p><b>General Considerations</b></p> <p>FairTSA will treat all CCAs with impartiality in all matters regarding client acquisition, marketing and public statements and all relevant aspects of the relationship.</p>
1.4.2		<p><b>No Interference with Existing Client Relationships</b></p> <p>FairTSA will honor all existing client relationships of the CCAs and not interfere on behalf of or against a specific certifier.</p>

## 2. Admissibility for Certification

### Chapter 2 is intended for:

- Producers (Farm, Cooperatives, Associations and Key Development Partners)
- Food Processors
- Cosmetics and Skin Care Processors
- Textiles
- Other operations

### Intent and Scope

This chapter defines which entities are admissible under the standard by laying out basic organizational requirements and concerns of legitimacy of use of land and other resources.

Generally, certification of any operation is subject to compliance with the standard and may be withheld or revoked due to major standard violations (non-compliances) as defined in this document and the associated FairTSA Inspection and Certification Guide.

If applicants are certified under an accepted organic standard, the organic certification is an integral part of the FairTSA certification (see Chapter 4, Certification Process). If the operation is not certified organic, it is still possible to be FairTSA certified. In that case Chapter 8, Additional Requirements for Conventional Agricultural Production is applicable.

Three types of Grower Groups can be contract partners with FairTSA: Cooperatives, Associations and Key Development Partners (KDPs). Key Development Partners refer to entities in the country of origin that purchase and export certified products. Usually, one or more processing steps such as drying, cleaning, packaging, or milling occur at the KDP facility before selling or exporting the products.

<b>2.1 Legitimacy of Operation, Use of Land, Water, and Genetic Resources</b>		
2.1.1		All operations to be certified must be legally authorized to conduct their business and have all permits on file to conduct their specific business operations.
2.1.2		The operation must have undisputed ownership of the land and the resources used for production of FairTSA certified products. Alternatively, the right to the land may be granted by contractual agreement with adequate and fair compensation to the owner(s). The contract must be accessible for review by certifier and FairTSA staff.
2.1.3		The operation must only use water sources that are permitted by the competent authorities.

2.1.4		For fair and equitable sharing of benefits arising from the utilization of genetic resources and related indigenous knowledge, agreements about compensation and rights must be in place and undisputed.
<b>2.2. Role of Management in Community Development Projects and Capacity Building</b>		
2.2.1		<ul style="list-style-type: none"> <li>• Management must take an active and supportive role by providing administrative and organizational support to the farmers and workers. This pertains specifically regarding the identification, implementation, and maintenance of Community Development Projects.</li> <li>• Management must be committed to supporting small farmers and workers social and economic progress.</li> <li>• For grower groups: All growers included in the FairTSA certified Grower Group must be either individually inspected by the assigned Inspector or organized under an Internal Control System and compliance must be verified as part of the ICS procedures as per Section 2.4.</li> </ul>
<b>2.3 Individual Farms</b>		
2.3.1		<p><b>Applicability</b></p> <ul style="list-style-type: none"> <li>• Individual farms are certifiable under this standard if they comply with all applicable requirements.</li> <li>• The beneficiaries of the Social Premium are defined in Chapter 5, Community Development and Capacity Building.</li> <li>• This does not include greenhouses, hydroponic and similar intensive operations. If any of these are, however, embedded into a soil-based farming operation, exemptions can be made as per the Guidance Document.</li> </ul>



2.3.2		<b>Small Farms</b> <ul style="list-style-type: none"> <li>• A farm is considered a small farm when it has 15 hectares or less arable land. For extensive operations, the size can be extended per the CCA's assessment.</li> <li>• Section 2.3.1 applies to small farms as well, with the following exception: if small farmers employ workers, the total premium received may be split between workers and small farmers.</li> </ul>
<b>2.4 Grower Groups – Internal Control Systems</b>		
2.4.1		<b>Internal Control System Requirement</b> <p>Internal Control Systems (ICS) are to be established when Cooperatives, Grower Associations or Grower Groups with a KDP request certification under the FairTSA program and it is logistically and/or economically not feasible to have all member farms inspected by an FairTSA authorized Inspector.</p> <p>The management of the Grower Group is responsible for procedures and documentation as described below and for the implementation of the ICS.</p>
2.4.2		<b>Necessary Internal Control System Elements</b> <ul style="list-style-type: none"> <li>• The operation must name an Internal Control System manager.</li> <li>• An independent and transparent Internal Control System with proper inspection and documentation of production practices and inputs used at each operation exists.</li> <li>• The Grower Group has an ongoing, well-documented education and training system for their internal (field) inspectors.</li> <li>• Grower Groups must use centralized input purchasing, processing and distribution facilities as well as joint marketing of their FairTSA certified products.</li> <li>• They must develop an Internal Control System Manual that codifies the FairTSA Fair Trade requirements for the Grower Group at least for the second inspection.</li> <li>• The ICS should carry out an internal audit every year, including a review of the ICS Manual.</li> </ul>

2.4.3		<b>Centralized Activities of Grower Groups</b> <ul style="list-style-type: none"> <li>• The farming practices of the Grower Group relating to FairTSA certified products are uniform.</li> <li>• Inputs are very similar from farm to farm or smallholder to smallholder.</li> <li>• Participants in the Grower Group sell all their FairTSA certified products through the Grower Group. This does not apply for Grower Groups organized with a KDP.</li> </ul>
<b>2.5. Grower Groups – Cooperatives and Associations</b>		
2.5.1		<b>Admissibility</b> <ul style="list-style-type: none"> <li>• Farmer Cooperatives and Associations are defined as entities in which farmers associate to make joint purchases of supplies and market and sell a part or all of their products as one organization.</li> <li>• Cooperatives and Associations may have additional purposes such as joint training, support of members in need, and others as defined in by-laws or agreed by the members.</li> <li>• Such entities are admissible if they are legally established under the laws of the respective country and/or region.</li> <li>• Current copies of the certificate of incorporation, by-laws and the contact information of all board members must be provided as attachments to the annual System Plan.</li> </ul>
2.5.2		<b>Democratic Structure and Voting Rights</b> <p>The organization must reflect a commitment to democratic principles, include well-defined participatory elements and provide transparent accounting to its members.</p> <p>To satisfy these principles, the organization must conduct:</p> <ul style="list-style-type: none"> <li>• Members must elect board members and have input in strategic decision making of the organization. Elections of members of the Board of Directors must be conducted in an open and democratic fashion. All cooperative members must have the right to vote.</li> <li>• Annual member meetings, in which at least the strategic direction of the Grower Group, the annual financial statement and all matters relating to FairTSA certification including sales and premiums are discussed.</li> <li>• Ad-hoc meetings of sub-groups, if required by the membership, to</li> </ul>

		<p>address specific aspects of the organization, needs or problems of the membership and/or possible improvements to existing organizational structures.</p> <ul style="list-style-type: none"> <li>• Documentation of meetings, such as meeting requests, invitations and minutes must be available for inspection.</li> </ul>
2.5.2		<p><b>Democratic Structure and Voting Rights</b></p> <p>The organization must reflect a commitment to democratic principles, include well-defined participatory elements and provide transparent accounting to its members.</p> <p>To satisfy these principles, the organization must conduct:</p> <ul style="list-style-type: none"> <li>• Members must elect board members and have input in strategic decision making of the organization. Elections of members of the Board of Directors must be conducted in an open and democratic fashion. All cooperative members must have the right to vote.</li> <li>• Annual member meetings, in which at least the strategic direction of the Grower Group, the annual financial statement and all matters relating to FairTSA certification including sales and premiums are discussed.</li> <li>• Ad-hoc meetings of sub-groups, if required by the membership, to address specific aspects of the organization, needs or problems of the membership and/or possible improvements to existing organizational structures.</li> <li>• Documentation of meetings, such as meeting requests, invitations and minutes must be available for inspection.</li> </ul>
2.5.3		<p><b>Transparency and Accountability</b></p> <ul style="list-style-type: none"> <li>• Organizational and communication structures of the Grower Group must be clear and comprehensible. Specifically, positions within the administration need to have job descriptions with clearly described authorities and responsibilities.</li> <li>• The organization must have a system of keeping members informed about ongoing issues on a regular basis.</li> <li>• The organization must inform members about the FairTSA certification system and opportunities (for example, amounts that can be sold to buyers) in a timely and comprehensive manner.</li> <li>• The Board of the Grower Group must appoint a Financial Audit Committee consisting of at least three members of the Grower Group that shall audit the books of the Grower Group in the first year after certification.</li> </ul>

		<ul style="list-style-type: none"> <li>• In the second year after certification the Grower Group shall democratically elect a Financial Audit Committee consisting of at least three members of the Grower Group.</li> <li>• The Financial Audit Committee shall have access to all financial documents and shall audit the finances of the Grower Group on an annual basis.</li> <li>• The term of the elected Committee members may not exceed three years.</li> </ul>
2.5.4		<p><b>Contracts Between Management and Farms</b></p> <p>A contract has to be in place between the Cooperative management and the individual farmers for all products grown and certified under the FairTSA program.</p> <p>As a minimum, the contract must specify the following:</p> <ul style="list-style-type: none"> <li>• A description of all agricultural products covered under the agreement.</li> <li>• Any quality requirements for said products.</li> <li>• Reference to the binding nature of production methods defined in the Internal Control System (ICS) per Sections 2.4.</li> <li>• Delivery specifications.</li> <li>• The Fair Trade price.</li> <li>• Any other provisions that are central to the relationship between management and the farmers.</li> </ul>
2.5.5	PG	<p><b>Financial Projections and Business Plan</b></p> <p>The management of the Grower Group must draw up a simple three-year income and expense projection not later than three years after the date of the first inspection. This is not to disclose detailed sensitive financial information; only a short summary of the plan shall be attached to the inspection report.</p>
<b>2.6. Grower Groups – Key Development Partners</b>		

2.6.1		<p><b>Farmer Contracts</b></p> <p>A contract has to be in place between the KDP and each farmer. At minimum, this contract must specify the following:</p> <ul style="list-style-type: none"> <li>• A description of all agricultural products covered under the agreement.</li> <li>• Any quality requirements for said products.</li> <li>• Reference to the binding nature of production methods defined in the ICS per Sections 2.4</li> <li>• Delivery specifications.</li> <li>• The Fair Trade prices.</li> <li>• Any other provisions that are central to the relationship between the KDP and the farmers.</li> <li>• Farmers can never be held accountable for “force majeure” events such as floods, droughts, earthquakes, storms or similar events. Contracts must not stipulate that farmers have to purchase additional products from other operations in case they cannot fulfill the contracted quantities.</li> </ul>
2.6.2		<p><b>Prohibition of Exclusive Purchase Agreements</b></p> <p>The KDP must not coerce growers into selling FairTSA certified products solely to the KDP. If existing contracts specify such a unilateral relationship, they must be replaced with contracts that allow sale of products to other buyers than the KDP within a year. Only if a strategic partnership is in place that serves the best interests of both entities is such an exclusive contract permissible. The contracts must be open for inspection and need to contain aspects specifically dedicated to fostering the social and economic progress of the suppliers.</p>
<p><b>2.7. Other Producer Operations</b></p>		
2.7.1		<p><b>Plantations</b></p> <ul style="list-style-type: none"> <li>• Certified organic plantations can be certified under this standard.</li> <li>• Non-organic plantations may only be FairTSA certified after an initial feasibility study determines that the social and environmental requirements are met. The operation must agree to a 5-year plan to tackle any additional social and environmental issues deemed necessary by FairTSA.</li> </ul>

2.7.2		<p><b>Multi-National Agricultural Corporations</b></p> <p>Multi-National Agricultural Corporations are defined as corporations owning and managing large areas of agricultural land (&gt; 10,000 hectares or 25,000 acres total) in three or more countries and are governed from the home country. They can be certified under the standard under the conditions stipulated below.</p> <p>In addition to the necessary compliance with the requirements of this standard for the areas/farms under FairTSA certification, Multi-National Agricultural Corporations or their subsidiaries are required to enter negotiations with FairTSA and draw up a 5-year plan which must be annually updated to:</p> <ul style="list-style-type: none"> <li>• Address any publicly documented cases of gross social injustice and environmental degradation caused by the corporation.</li> <li>• Converting a meaningful acreage and number of farmers to Fair Trade certification under this standard.</li> </ul>
2.7.3		<p><b>Wild Collection Operations</b></p> <p>Wild Collection Operations are certifiable under this standard if they comply with all requirements in Chapter 9, Wild Collection of Plants.</p>
<b>2.8. Processing</b>		
2.8.1		<p><b>Food Processing Operations</b></p> <p>Processing Operations in the country of origin are certifiable under this standard, provided that the raw materials and ingredients are FairTSA certified or declared as equivalent by FairTSA. The facility must be in compliance with the requirements in chapter 6, Labor Requirements, Chapter 7, Environmental Requirements, and Chapter 10, Food Processing.</p>
2.8.2	<b>SR</b>	<p><b>Processing of Cosmetics and Personal Care Products</b></p> <p>Facilities processing cosmetics and personal care products in the country of origin may manufacture and process FairTSA certified products. The facility must be in compliance with the requirements in chapter 6, Labor Requirements, Chapter 7, Environmental Requirements, and Chapter 11, Personal Care and Cosmetics Products</p>

2.8.3	SR	<p><b>Textiles</b></p> <p>Textiles processing facilities in the country of origin are certifiable under this standard. The facility must be in compliance with the requirements in chapter 6, Labor Requirements, Chapter 7, Environmental Requirements, and Chapter 12, Textiles.</p> <p>Furthermore, textile facilities may be certified as Socially Responsible Processing operation per Chapter 13, Social Responsibility.</p>
2.8.4	SR	<p><b>Other Facilities Processing Non-Food Products</b></p> <p>Other facilities processing non-food products may be certified under the FairTSA Social Responsibility Program only. They must comply with all requirements laid down in Chapter 6, Labor Requirements, and Chapter 13, Social Responsibility Program.</p>

### 3. Licensing Program and Supply Chain

#### Chapter 3 is intended for:

Licensees

Producers

Producer Licensees (country of origin)

#### Intent and Scope

In order to meaningfully contribute to clear, fair and environmentally-sound supply chains, we specify requirements for both buyers and sellers of FairTSA Fair Trade products.

This chapter defines accepted trading practices between members of the supply chains and their mutual obligations. It specifically addresses the requirements for the buyers of FairTSA Fair Trade certified products.

3.1. Trading of FairTSA Certified Products		
3.1.1		<b>Fair Trade Licensing Agreements</b> <ul style="list-style-type: none"><li>• The FairTSA Fair Trade licensee contract is the agreement between FairTSA and the company purchasing and/or marketing FairTSA certified raw materials or processed products.</li><li>• Only operations with a valid licensing agreement may represent FairTSA certified products as FairTSA certified in labeling, advertising and all other marketing activities.</li><li>• The licensing agreement codifies the commitments between the buyers of FairTSA certified products and FairTSA.</li></ul>
3.1.2		<b>Selling of FairTSA Bulk Materials to Non-Licensees</b> <p>Producers must <u>not</u> show the FairTSA logo or any other reference to FairTSA on the label, documents, or container or in any other way that could be misconstrued as the product being Fair Trade in sales to buyers that have no valid license or registration agreement with FairTSA.</p>
3.2. Fair Trade Prices, Premiums and Licensing Fees		
3.2.1		<b>Price for FairTSA Certified Products</b>



		<p>Fair Trade prices must cover the production cost at the farm gate level including the payments to workers, plus a reasonable profit margin. Production costs should be documented wherever possible. If that is not possible, established market prices or Fairtrade minimum prices may be used. FairTSA reserves the right to institute its own minimum prices for certain products and regions, which are to be published in Guidance Documents.</p>
3.2.2		<p><b>Social Premium</b></p> <ul style="list-style-type: none"> <li>• The Social Premium must be at least 10% in addition to the farm gate price.</li> <li>• In the case of large individual farms, the total premium must benefit the farm workers only.</li> <li>• Buyers and sellers must clearly identify the premium and indicate the corresponding amount on invoices and payment descriptions.</li> </ul>
3.2.3		<p><b>Payment of Licensing Fees</b></p> <ul style="list-style-type: none"> <li>• FairTSA Licensing Fees must be paid on time as specified on the respective invoices.</li> <li>• Non-payment of fees for more than 60 days constitutes grounds for suspension of the license.</li> <li>• Non-payment of fees for more than 90 days constitutes grounds for revocation of the license.</li> </ul>
<b>3.3. Certificates, Trademarks and Labeling</b>		
3.3.1		<p><b>Certificates</b></p> <ul style="list-style-type: none"> <li>• Licensees will receive a licensee certificate from FairTSA based on the licensing agreement.</li> <li>• The licensee is obligated to obtain and maintain for a period of five years a file with current FairTSA certificates for purchased goods.</li> </ul>

3.3.2		<p><b>Copyrights, Trademarks and Registered Trademarks</b></p> <ul style="list-style-type: none"> <li>Files of printer-ready high resolution copyrighted marks, trademarks and registered trademarks are furnished by FairTSA to licensees with a valid FairTSA Fair Trade licensing agreement. Use of such trademarks is governed by this agreement. For Social Responsibility certified operations different conditions apply. See Chapter 13, Social Responsibility Program.</li> </ul>
3.3.3		<p><b>Label Review for Licensees</b></p> <p>A product may only be presented as FairTSA Fair Trade certified and labeled with the FairTSA logo if:</p> <ul style="list-style-type: none"> <li>It has been purchased with FairTSA certification.</li> <li>It has been purchased as Fair Trade by a FairTSA Licensee.</li> <li>Labeling and language requirements outlined in this document have been met.</li> <li>All items specifically addressed in the licensing agreement have been met.</li> </ul> <p>Retail label drafts need to be reviewed and approved by FairTSA or the CCA in charge before they can be used on the product.</p>
<b>3.4. Fair Trade Practices in the Supply Chain</b>		
3.4.1		<p><b>Relationships Between Buyers and Sellers</b></p> <ul style="list-style-type: none"> <li>The whole supply chain of all products that carry the FairTSA Fair Trade mark must either be certified, registered or licensed by FairTSA.</li> <li>FairTSA Fair Trade buyers enter purchasing agreements with sellers in a fair, transparent, and professional manner with the goal of establishing a long-term but not exclusive relationship.</li> <li>Purchasing contracts should cover at least a 3 year timeframe. However, shorter relationships may be unavoidable due to market requirements, product specifications or weather conditions. Such shorter contract times are acceptable if all parties agree. At a minimum, a contract for one year must be in place as well as a reasonable estimate for the second year.</li> <li>Buyers should develop a long-term plan for FairTSA certified purchases from each of their FairTSA producers.</li> <li>Buyers should inform the producers about market opportunities</li> </ul>

		as well as short- and long-term trends so as to maximize the opportunity for producers to sell their products at a fair price and generate additional capital investment for their communities.
3.4.2		<p><b>Purchasing Contracts, Product Quality and Timely Payment</b></p> <ul style="list-style-type: none"> <li>• Buyers must be transparent in all aspects of their purchase orders.</li> <li>• Sellers must deliver accurate product information and spec sheets as well as products that meet the specifications and requirements called for by the buyer.</li> </ul> <p>Contracts must contain clear communication about at least the following items:</p> <ul style="list-style-type: none"> <li>• Purchase price.</li> <li>• Payment terms.</li> <li>• Product name and variety.</li> <li>• Specific quality requirements.</li> <li>• Delivery terms.</li> <li>• Total premium.</li> </ul>
3.4.3		<p><b>Purchasing Contracts and Terms for Small Producers</b></p> <p>For contracts between small producers and their regional buyers, be it cooperative management, processors or exporters, the following applies:</p> <ul style="list-style-type: none"> <li>• Farmers are free to organize and must be entitled to collective bargaining if they so wish. They may democratically elect one or more members to represent the group in the negotiations. They may also involve a chosen outside representative in such negotiations. A fair conflict resolution mechanism must be in place for cases of substantial differences between buyers and farmers.</li> <li>• Payment must be made directly to the producer unless such producer designates a third party to receive payment. Such designations must not be automatic and must be made voluntarily (for instance, women farmers in a cooperative must receive the payment directly and it must not be assumed that their husbands automatically receive payment).</li> <li>• Payment must be made within a week of delivery unless a different timeframe is mutually agreed upon before delivery.</li> </ul> <p>Products can only be rejected if quality grades and other requirements relating to sorting, cleaning and others, as applicable, have been agreed</p>

		upon in writing and are not met by the delivered material.
3.4.4		<p><b>Transparent Communication and Long-Term Relationships</b></p> <ul style="list-style-type: none"> <li>• Buyer, seller and all parties in-between agree to transparent communication in all matters related to their purchasing partnership. This relates specifically to determining long-term purchasing goals, product development and coordination of communication regarding budgeting and the transparent use of the premium.</li> <li>• Likewise, product shortages and changes in supply and demand patterns must be discussed openly so that both entities can plan accordingly.</li> </ul>
3.4.5		<p><b>Pre-Financing of Crops by the Buyer</b></p> <ul style="list-style-type: none"> <li>• FairTSA requires buyers to pre-finance up to 50% of the crop for up to nine months if the operation can document the need, provide credit information and references showing with reasonable certainty that the financial obligations under the credit agreement can be met by the producer.</li> <li>• It is acceptable that pre-financing is secured by a third party. In this case, the buyer acts as guarantor and adopts the terms of the loan agreement.</li> <li>• Pre-financing should be at no interest or considerably lower than market rates and must never be above 8% per calendar year.</li> <li>• If the seller cannot meet the buyer's or a third party's requirements for references and securities, FairTSA should be contacted so it can support the producer in obtaining the necessary documentation.</li> </ul> <p>In such cases, both buyer and seller can approach FairTSA with a request to participate in negotiations and FairTSA will support the negotiations for the best possible agreement for buyer and seller.</p>
3.4.6		<p><b>Support of a Fair and Environmentally Friendly Supply Chain</b></p> <ul style="list-style-type: none"> <li>• All buyers of FairTSA products are encouraged to actively support the establishment of a production, processing and distribution chain which is both socially just and ecologically responsible.</li> </ul> <p>Buyers commit to increasing their Fair Trade purchases over time and intensifying relationships with their Fair Trade suppliers over time.</p>

### 3.5. Consumer Relations and Transparency in Marketing

3.5.1		<b>Truth in Advertising and Marketing</b> <ul style="list-style-type: none"><li>• Advertising and marketing of FairTSA certified products is encouraged.</li><li>• However, such marketing and advertising must convey messages that are relevant and reflect the buyer's actual involvement with FairTSA certified products.</li><li>• For example, a buyer whose Fair-Trade purchase volume is 5% of total purchases must not present itself as a "Fair Trade Company" or similar wording.</li><li>• Also, such a company must not show the FairTSA logo on the home page, but instead may depict it on a web page where specific information of the project(s) certified under the FairTSA standard is provided.</li><li>• Specifically, brand owners and other entities engaged in the supply chain are encouraged to use the FairTSA furnished reports and other available information to communicate their efforts on capacity building and project development.</li><li>• Advertising and marketing of FairTSA products must not be used to conceal or justify activities that violate labor laws, involve unregulated, unpaid or forced child labor, or are voluntarily detrimental to the environment or in any other way in contradiction of FairTSA principles. This provision relates also to regular suppliers or subcontractors of the buyer.</li></ul>
3.5.2		<b>Reporting/Traceability</b> <ul style="list-style-type: none"><li>• All partners in the supply chain must be either certified, registered or a licensee.</li><li>• All licensees are required to submit quarterly licensee reports.</li><li>• All certified operations are required to submit quarterly shipping reports of FairTSA certified products that have been sold as Fair Trade.</li></ul> <p>All FairTSA Fair Trade products must be fully traceable.</p>

3.5.3		<p><b>Publication of Trade Data and Project Information</b></p> <ul style="list-style-type: none"> <li>• FairTSA has the right to publish names, contact information and certified products of all certified producers, including producers who are part of the FairTSA system through determination of equivalency.</li> <li>• FairTSA has the right to publish names of licensed buyers and their company and product information.</li> <li>• FairTSA will provide all partners in the supply chain with an annual report detailing the use of the premiums for Community Development Projects and capacity building progress of certified producers.</li> <li>• Summaries of these reports will be published by FairTSA on its website and may also be published on other electronic or printed media.</li> <li>• As the standard holder, FairTSA has the right to publish anonymous trade data as it sees fit.</li> </ul>
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## 4. Certification Process

### Chapter 4 is intended for:

- Applicants for initial and ongoing certification: Producers, Wild Collectors, Food and Cosmetic Processors, Textile manufacturers, and Non-Food Processing Operations.
- Cooperating Certification Agencies

### Intent and Scope

This chapter stipulates the necessary steps to achieve FairTSA certification, maintain certification and, if warranted, the actions involved in revocation or denial of certification.

As a Fair Trade standard holder which does not engage in certification activities, FairTSA works with a global network of ISO 17065 accredited certification agencies known here as Cooperating Certification Agencies (CCAs) who conduct inspections and make certification decisions. This arrangement enables producers to choose from an array of certification agencies and even to change certifiers, if necessary, while maintaining FairTSA certification.

Being removed from the certification activities allows FairTSA to provide support with:

- Compliance questions.
- Community projects.
- Connecting producers and buyers of FairTSA certified products.

With the certification agreement, the operation agrees to comply with all requirements in this standard and the accompanying documentation.

4.1. The Certification Process		
4.1.1	SR	<b>Webinar Participation</b>  The first step in the application process is mandatory participation in one of the FairTSA producer webinars by at least one representative of the interested producer operation.  Webinars are announced on the FairTSA website on an ongoing basis and they are free of charge for all producers.
4.1.2	SR	<b>Cost of Certification</b> <ul style="list-style-type: none"><li>• The CCA must publish a complete inspection and certification fee schedule and provide this schedule to all operations that request information material regarding FairTSA.</li></ul>

		<ul style="list-style-type: none"> <li>• The CCA must provide a cost estimate for inspection and certification before the certification contract is signed and is responsible for the collection of fees.</li> <li>• In addition, FairTSA charges a moderate annual fee directly to the certified entity.</li> <li>• Any non-payment constitutes a reason for suspension and/or revocation of certification.</li> </ul>
4.1.3	SR	<p><b>Application and Application Documents</b></p> <p>It is necessary for all entities that wish to be certified to apply with:</p> <ul style="list-style-type: none"> <li>• A certifier of their choice. FairTSA has a worldwide network of CCAs. Each has their own application format and fee structure.</li> <li>• The FairTSA application forms can be found online at <a href="http://www.fairtsa.org">www.fairtsa.org</a>.</li> </ul> <p>The CCA reviews the application documents and requests additional information until it is determined that the applicant is ready for inspection.</p>
4.1.4	SR	<p><b>FairTSA System Plan</b></p> <ul style="list-style-type: none"> <li>• The CCA will provide the applicant with an application and the FairTSA System Plan.</li> <li>• The System Plan allows the applicant to evaluate their own operation against the FairTSA standard requirements.</li> <li>• The Fair Trade System Plan provides the certifier with information about the activities and facilities of the operation.</li> <li>• The System Plan requests information about compliance with all requirements of this standard and it is necessary to fill it out completely and to submit all required attachments.</li> <li>• The System Plan is to be evaluated by the CCA for completeness and later, during the inspection, the System Plan and the required attachments will be verified at the operation.</li> <li>• The System Plan needs to be updated annually.</li> </ul> <p><i>For Cooperatives and Associations only:</i> A copy of the by-laws and the current contact information of all board members must be provided with the FairTSA System Plan.</p>



4.1.5	SR	<p><b>Inspections</b></p> <p>Initial and annual inspections are organized by the CCA. FairTSA guidelines for inspections are as follows:</p> <ul style="list-style-type: none"> <li>• Initial inspections must be announced to the operation.</li> <li>• The inspector should conduct an opening interview in which the purpose of the inspection, the need to grant access to all areas of the operation, and the inspection schedule are laid out.</li> <li>• At least one person responsible for the operation must be present during the inspection.</li> <li>• The Inspector verifies the practices on-site against the standard and the FairTSA System Plan, collects missing or updated documentation and reports any findings to the CCA.</li> <li>• The rules for inspections of Grower Groups are laid down in Section 2.4.</li> <li>• Once a Community Development Project has been initiated, the Inspector verifies progress of and expenses for that project.</li> <li>• The Inspector will write and conduct an exit interview in which all issues of concern are noted.</li> <li>• The inspection report must be signed by the Inspector and the staff person present during the inspection.</li> <li>• The operation will receive a copy of the full inspection report from the CCA.</li> </ul>
4.1.6	SR	<p><b>Unannounced Inspections</b></p> <ul style="list-style-type: none"> <li>• The CCA has the right to conduct additional announced or unannounced inspections based on risk assessment randomly or in case of suspicion that FairTSA standards have been violated.</li> <li>• The costs for such an inspection are to be borne by the operation regardless of violation of the FairTSA standard.</li> </ul>
4.1.7		<p><b>Samples</b></p> <p>If necessary, Inspectors may draw samples for chemical analysis.</p> <ul style="list-style-type: none"> <li>• Samples are to be handled following the same principles as organic samples.</li> <li>• See also Section 1.1.7 for testing and handling of sample procedure.</li> <li>• The costs for chemical analyses are to be borne by the operation regardless of violation of the FairTSA standard.</li> </ul>

<b>4.2. Certification Requirements</b>		
4.2.1		<b>Integrity of Management</b>  Management must: <ul style="list-style-type: none"> <li>• Be knowledgeable about the FairTSA standard as applicable.</li> <li>• Show a commitment for achieving its goals.</li> <li>• Designate and train staff responsible for all FairTSA-related production and/or processing requirements and activities.</li> <li>• Allocate the necessary resources for all necessary measures and processes according to the FairTSA standard.</li> </ul>
4.2.2		<b>Record Keeping Requirements</b>  <ul style="list-style-type: none"> <li>• All input materials, ingredients and equipment used in production or processing procedures shall be listed.</li> <li>• Location, time and quantity shall be recorded for applications of input materials and use of ingredients.</li> <li>• As applicable, input and ingredient specifications and purchasing records shall be filed and available for review.</li> <li>• All processing procedures of FairTSA certified products shall be described and recorded.</li> <li>• Generally, record retention is required for all certified operations for five years.</li> <li>• All records must be made available for inspection.</li> </ul>
4.2.3		<b>Ingredient Declaration</b>  <ul style="list-style-type: none"> <li>• For single or multi-ingredient products, all ingredients contained in FairTSA products, their origin including manufacturer name and contact information, batch or lot number, common name of ingredient or preservative and exact chemical description thereof must be documented and furnished to the Inspector during inspection.</li> <li>• The exact product composition must be disclosed to the CCA and FairTSA.</li> </ul>

4.2.4		<b>Traceability</b> <ul style="list-style-type: none"> <li>• All processed products with FairTSA ingredients must have a batch or lot number by which the ingredients used in the finished product can be traced and the date of processing can be clearly identified.</li> <li>• The origin of all input materials, including manufacturer name, batch or lot number, and contact information must be documented and furnished to the Inspector during inspection.</li> <li>• All records for FairTSA certified production, processing and handling activities need to be retained at least five years.</li> <li>• During inspection, trace back and mass balance audits must be possible.</li> </ul>
4.2.5		<b>Complete Accounting of Ingredients</b> <ul style="list-style-type: none"> <li>• Each facility that handles or processes FairTSA products must be able to provide a complete quantitative balance of incoming and outgoing FairTSA certified food products.</li> <li>• In the case of processors and packers, the recipes of the finished products must be made available for inspection to allow for a complete accounting of FairTSA ingredients and products during inspection.</li> </ul>

4.2.6		<b>Product Integrity</b> <ul style="list-style-type: none"> <li>• All processors and handlers of FairTSA food products must prevent commingling and contamination of these products with other ingredients, products or materials such as pest control products and sanitation chemicals.</li> <li>• FairTSA products and ingredients must not be moved or stored in facilities without being enclosed in their proper packaging materials unless they are bulk ingredients or if it is necessary for the immediate processing of products. In this case, the operation must be clearly able to identify the ingredients or products by appropriate means.</li> <li>• Bulk ingredients must be handled, stored and transported in such a manner that commingling is prevented and identification is easily possible. If stored in storage bins or similar, there must be clearly visible signage identifying the products as “FairTSA Fair Trade certified.” All documents accompanying bulk shipments must clearly identify the products as “FairTSA Fair Trade certified.”</li> </ul>
<b>4.3. Certification, Denial, Suspension and Revocation</b>		
4.3.1	SR	<b>Certification</b> <ul style="list-style-type: none"> <li>• FairTSA requires from its CCAs that the certification procedure be conducted in a timely manner.</li> <li>• The certification decision is to be conveyed to the operation along with a non-compliance letter listing non-compliances, corrective actions and a timeframe in which corrective actions must be taken.</li> <li>• Once certification is granted, the FairTSA Master Certificate will be sent to the certified entity and to FairTSA.</li> </ul>

4.3.2	SR	<b>Denial of Certification</b> <ul style="list-style-type: none"> <li>• If the first inspection shows significant deficiencies in compliance with the FairTSA standard or the applicant is unresponsive with regards to corrective actions, the certification can be denied by the CCA.</li> <li>• Within two weeks of the denial decision, a letter via any mail service that allows for a signed receipt must be sent to the operation. This letter must clearly identify and describe the reasons for this decision as well as the appeals process.</li> <li>• If the applicant decides to apply with a different CCA, the denial of certification must be disclosed to the new CCA. The prior and new CCA should exchange information about the operation.</li> </ul>
4.3.3	SR	<b>Suspension of Certification</b> <ul style="list-style-type: none"> <li>• In case of a serious violation of the FairTSA standard or an applicant's unresponsiveness with regards to requested corrective actions, the CCA may decide to suspend the operation for a defined period, but for no longer than one year.</li> <li>• Within two weeks of the suspension decision, a letter via any mail service that allows for a signed receipt must be sent to the operation. This letter must clearly identify and describe the reasons for this decision as well as the appeals process.</li> <li>• A suspended operation may not use the FairTSA certificate or logo for any purpose whatsoever during the time of the suspension.</li> </ul>
		<ul style="list-style-type: none"> <li>• Should the reason for the suspension not be resolved within the stipulated time frame, certification will be revoked.</li> <li>• If the applicant decides to apply with a different CCA, the suspension of certification must be disclosed to the new CCA. The prior and new CCA should exchange information about the operation.</li> </ul>

4.3.4	SR	<p><b>Revocation of Certification</b></p> <ul style="list-style-type: none"> <li>• In case of a serious violation of the FairTSA standard or the applicant's unresponsiveness in terms of corrective actions, the CCA may decide to revoke certification of an operation.</li> <li>• Within two weeks of the revocation decision, a letter via any mail service that allows for a signed receipt must be sent to the operation. This letter must clearly identify and describe the reasons for this decision as well as the appeals process.</li> <li>• Terminated operations may not use the FairTSA certificate for any purpose whatsoever.</li> <li>• If the applicant decides to apply with a different CCA, the revocation must be disclosed. The prior and new CCA must exchange information about the operation.</li> </ul>
4.3.5	SR	<p><b>Appeals Process</b></p> <p>Once an operation receives a decision of denial, suspension or revocation of certification, said operation has the right to appeal the decision.</p> <ul style="list-style-type: none"> <li>• The first appeal must be made in writing to the CCA within 90 days of the decision.</li> <li>• The appeal letter must clearly state either the reasons why the decision is not justified or which improvements to the operation have been carried out so that the grounds for the initial decision are obsolete.</li> <li>• The CCA will review the appeal and issue a decision within one month after receipt of the letter of appeal.</li> </ul> <p>If the decision is upheld by the CCA, the operation in question has the right to file an appeal to the Appeals Committee.</p> <ul style="list-style-type: none"> <li>• The appeal to the Appeals Committee must take place within 90 days of receipt of the answer from the CCA.</li> <li>• The Appeals Committee must review the complete case documentation.</li> <li>• Both the CCA and the operation have the right to request a conference call with the Appeals Committee to plead their case.</li> <li>• The Appeals Committee is obligated to issue a decision within 90 days from the receipt of appeal.</li> </ul>

		<ul style="list-style-type: none"><li>• The decision of the Appeals Committee of the FairTSA Advisory Board is final.</li></ul>
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# 5. Community Development Projects and Capacity Building

**Chapter 5 is intended for:**

- Applicants for ongoing certification: Producers, Wild Collectors, Food and Cosmetic Processors, Textile Manufacturers

**Intent and Scope**

This chapter defines the interactions between CCAs, producers and FairTSA.

FairTSA certification decisions are made by the Cooperating Certification Agencies (CCAs), Community Development Project (CDP) approval decisions are made directly by FairTSA administration. Therefore, the submission of CDP plans and reports go directly to the FairTSA office. The CCAs will verify proper use of the premium funds and implementation progress during the annual inspections.

CDPs are mandatory for each certified producer operation receiving a Social Premium amount of US\$1,000.00 or more per calendar year. CDPs are a means to initiate and foster improvement of living conditions and quality of life in a targeted, measurable and documented way. Capacity Building in the producer communities and activities around the CDP need to be governed by a sense of collaboration and mutual benefit. It is important to involve as many varied stakeholders as possible and FairTSA encourages the participation of members of the larger community, not only the small farmers or workers, in FairTSA committee sessions. Likewise, FairTSA encourages projects that benefit the wider producer community.

Fair TSA’s suggestion of a participatory process for initiating CDPs involving different stakeholders within the community is described in this chapter.

5.1. Beneficiaries, Locations and Existing Projects		
5.1.1		<p><b>Beneficiaries of CDPs</b></p> <ul style="list-style-type: none"><li>• Preferred beneficiaries of CDPs and Capacity Building measures are small farmers and agricultural workers as well as workers in the processing facilities and their families.</li><li>• Other members of the local producer communities are also considered stakeholders.</li><li>• Special importance is to be given to the participation of women, either as direct stakeholders or as concerned party. Women often are spokespeople for health care, education, energy use and cooking as well as water supply and other topics that are essential for the health of the whole community.</li></ul>



		<ul style="list-style-type: none"> <li>• Farm workers and workers in processing facilities are given special consideration in the context of this standard. Migrant workers and contract workers especially are often the most vulnerable. FairTSA recognizes this fact and supports Community Development Projects that benefit farm workers and/or workers in processing facilities whenever feasible.</li> <li>• In general, when creating Community Development Projects, the most vulnerable members of producer communities should be given special consideration.</li> </ul>
5.1.2		<b>Locations</b> <ul style="list-style-type: none"> <li>• Community Development Projects shall take place on the farms or cooperatives or in the nearby producer communities.</li> <li>• Depending on the circumstances, FairTSA may accept a proposal for a CDP that is located elsewhere if the certified producer has a compelling reason.</li> </ul>
5.1.3		<b>Existing Projects</b> <ul style="list-style-type: none"> <li>• If an applicant, producer or licensing partner already has a CDP, FairTSA will consider accepting this project fully or partially based on the project documentation.</li> <li>• If a buyer has already invested substantial funds in a project within the last three years, a part of the documented investment may be counted toward the Social Premium at FairTSA's sole discretion.</li> </ul>
<b>5.2 Types of Eligible Projects</b>		
5.2.1		<b>Environmental Projects</b> <p>Projects that aim to improve or restore natural environmental conditions are admissible.</p> <p>Examples of environmental projects include:</p> <p><i>Improving or Restoring the Natural Environment</i>  Reforestation, establishing alley cropping or multi-story (shaded) agricultural areas (such as coffee or cacao), creating protected areas on ecologically valuable land, including securing habitats for endangered species.</p>

		<p><i>Minimizing Greenhouse Gas Emission and Efficient Energy Use Projects</i> Projects that seek to minimize greenhouse gases such as Carbon Dioxide (CO<sub>2</sub>), Methane (CH<sub>4</sub>), Nitrous Oxide (N<sub>2</sub>O), and other greenhouse gases.</p> <p><i>Water Security</i> Irrigation systems that minimize run-off and evaporation, securing existing water bodies by minimizing or preventing erosion and other water pollution, drilling wells when ecologically appropriate.</p> <p><i>Waste and Wastewater Treatment</i> Separating and recycling wastes, including organic waste (composting), safe ways of disposing of residual wastes, water treatment facilities (preferably low capital treatment options such as reed beds).</p>
5.2.2		<p><b>Health Care Projects</b></p> <p>Health care projects encompass the whole spectrum of health care.</p> <p>Examples of health care projects include:</p> <ul style="list-style-type: none"> <li>• Health education.</li> <li>• Treatment, supply of difficult to obtain medicines or prevention for diseases such as Malaria or HIV.</li> <li>• Building or supporting hospitals and community-based health institutions.</li> <li>• Health care support for especially vulnerable members of the community such as pregnant mothers or infants.</li> </ul>
5.2.3		<p><b>Food Security Projects</b></p> <p>Food security projects are geared to secure and expand available food sources for workers and small farmers. Examples of food security projects include workers on the farm are given a piece of land, training, seed and/or equipment to work the land for their own subsistence. Small farmers could be trained and provided with seeds and equipment to expand food choices.</p>

5.2.4		<b>Educational Projects</b>  Educational projects are all projects that improve access to education for children and/or adults. Examples of educational projects include transportation to school, providing uniforms or tuition payments for children of families that could otherwise not afford schooling. Literacy campaigns, vocational training or training to successfully run a small business are also eligible educational projects.
5.2.5		<b>Agricultural Production and Post-Harvest Treatment (APPHAT) Projects</b>  APPHAT projects are only admissible for small farms certifiable under the standard and defined in Section 2.1.2. An array of measures such as training for sustainable farming practices, crop quality development, improved post-harvest treatment, capital investment for equipment and storage buildings, and many other possible projects are permissible.
5.2.6		<b>Improving Workers' Living Conditions</b>  All measures geared toward improving workers' (including seasonal and migrant workers) living conditions, such as building new living quarters or improvement of sanitary conditions, are acceptable.
5.2.7		<b>Small Business and Vocational Training</b>  All measures geared to empower workers or community members to establish their own business or learn a trade that will help them to sustain themselves and their families are admissible.
5.2.8		<b>Cultural Projects</b>  Cultural projects such as festivals, gatherings and other cultural events are admissible if they serve to increase community coherence and especially if they serve to bring differing groups within the community closer.
5.2.9		<b>Other Admissible Community Development Projects</b>  Other projects with potentially significant positive impact on the producer community will be considered for approval.
<b>5.3. Management of Community Development Projects</b>		

5.3.1		<p><b>Initiation of CDPs</b></p> <p>All activities around Community Development Projects shall be governed by a sense of collaboration and mutual benefit.</p> <p>To determine the first project,</p> <ul style="list-style-type: none"> <li>• A FairTSA committee must be established and include all relevant stakeholders.</li> <li>• In the case of a particularly large number of stakeholders or a Grower Group covering a large area, it may be necessary to elect stakeholder representatives.</li> <li>• Similarly, it is admissible to create more than one region-specific committee.</li> <li>• If representatives need to be elected, women and minorities must be represented at least in the same ratio as they constitute the group.</li> <li>• The beneficiaries of the project must be in the majority.</li> <li>• A minimum of one annual meeting is mandatory, but two meetings or more are recommended. Especially when new projects are discussed, several days of meetings may be useful or necessary.</li> <li>• Management personnel can take part in meetings as members or observers.</li> <li>• Other affected community members may also participate as observers and may ask for the right to speak during committee sessions.</li> <li>• Representatives of the buyer entity may partake as observers only.</li> </ul>
5.3.2		<p><b>Identification of First Project</b></p> <ul style="list-style-type: none"> <li>• A simple need-based assessment must be the first part of any project consideration.</li> <li>• For the first project, a low budget endeavor within a clear and short timeline, typically six months or less, should be considered.</li> <li>• The first project should lead to a visible outcome and show results so that participants and beneficiaries experience success and will be motivated to engage with confidence in later projects, which should be more impactful and long-term.</li> </ul>

5.3.3		<p><b>Community Project Management</b></p> <p>Community Development Projects are usually initiated and proposed by small farmers and workers or their communities. The administration of</p>
		<p>the farmer organization, the KDP or the licensee may also propose projects.</p> <p>For ongoing supervision and support, another knowledgeable FairTSA-approved non-profit organization with a proven track record in the region or FairTSA-trained and approved personnel of KDPs or other certified operations may take responsibility.</p> <p>The partnering operation in the project must be accountable for the use of the Social Premium and supportive of the participatory decision-making process of the projects. Specifically, the partner operation must help arrange the FairTSA committee meetings, support them logistically and financially in terms of meals, accommodation and providing transportation or participating with transportation costs.</p> <p>Partnering operations should train small farmers in bookkeeping and accounting practices and cash flow management. In addition to Community Development activities, they should support the financial security of small farmers by providing opportunities for additional services and increasing agricultural know-how.</p> <p>In addition, partnering operations should provide support for food security and product diversity efforts of their small farmers.</p>

5.3.4	<p><b>Project-Based Accountability</b></p> <p>Community Development Projects must comply with the requirements in this standard. The annual inspection includes evaluation of the financial transactions and project progress.</p> <p>Once US\$ 1,000 in Social Premium have been received, a CDP needs to be initiated according to the following guidelines:</p> <ul style="list-style-type: none"> <li>• Proposals, progress reports and evaluations for new and ongoing CDPs must be submitted by February 15 of each year.</li> <li>• Proposals must include a simple need assessment, detailed goals, a timeline, and a budget.</li> <li>• Evaluations must demonstrate project progress and list project expenses.</li> <li>• It is highly encouraged to include photos or short video clips with the submitted evaluation as they are extremely helpful in assessing the submitted project evaluation.</li> </ul> <p>FairTSA will review the plan and the evaluation for compliance with standard requirements.</p> <p>CDPs are subject to regular annual inspections and occasional unannounced inspections or FairTSA audits as deemed necessary by the CCA or FairTSA. Inspectors performing the annual inspections are provided with the project budget and scope for their on-site verification.</p> <p>Based on project proposals, evaluations, and inspection reports, FairTSA generates annual project reports for members of the respective supply chain who request this service. These reports need to include the benefitting groups and project descriptions. Summary reports will be made available to the public.</p>
5.3.5	<p><b>Grievances</b></p> <p>If any stakeholder group finds that a decision about their CDP was made without their input or against their interest, they may appeal to FairTSA. FairTSA will review the case and act as a moderator between the different stakeholders to achieve a mutually acceptable solution.</p>

<b>5.4. Capacity Building</b>		
5.4.1		<b>Food Security</b>  Wherever possible, workers must be encouraged and supported to grow a portion of their food on their own land or on land provided by the KDP. Education about healthy nutrition as well as simple and efficient growing practices must be part of this effort.
5.4.2		<b>Vocational Training and Small Business Opportunities</b>  KDPs must provide vocational training to as many employees as possible. They also support workers in establishing small independent businesses when possible.
5.4.3		<b>In-House Promotion Opportunities</b>  KDPs should provide in-house promotions to the extent possible.

## 6. Labor Requirements

Chapter 6 is intended for:

- Applicants for initial and ongoing certification:
- All Producers of products and ingredients for food, feed, and textiles,
- Traders of such products and ingredients,
- Wild Collection Operations,
- Food and Cosmetic Processors
- Textile
- other Manufacturers

### Intent and Scope

This chapter stipulates the requirements for all hired laborers, regardless of their status as regular, part-time, seasonal, migrant or contract workers. It is applicable for all operations without exception. FairTSA recognizes that workers, and especially contract and migrant workers, are often the most vulnerable group in a given supply chain. In situations where labor unions are not present, the standard requires labor representation for all operations with more than ten full-time workers. Such operation-centered labor representation must not be intended to replace regular labor unions.

The labor requirements in this standard are based on applicable International Labor Organization (ILO) Conventions as indicated below. Furthermore, the operation needs to commit to complying with the

- United Nations (UN) Universal Declaration of Human Rights,
- UN Convention on the Rights of the Child,
- UN Convention on the Elimination of All Forms of Discrimination Against Women,
- UN Convention Against All Forms of Racial Discrimination,
- International Covenant on Economic, Cultural and Social Rights, and
- UN Guiding Principles of Business and Human Rights.

### 6.1. Protection of Youths and Children

This section is based on and supplemented by ILO Conventions 138 and 182. The purpose of this section is to prevent children from harm to their health, safety and morals

6.1.1	SR	<b>Minimum Age and Schooling</b> <ul style="list-style-type: none"><li>• Children under the age of 15 years must not be employed.</li><li>• Employment of youths must in no case jeopardize or prevent available education and schooling opportunities.</li></ul>
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6.1.2	SR	<b>Dangerous Environments</b> <ul style="list-style-type: none"> <li>• Persons under 18 are not permitted to work in dangerous or physically extremely challenging environments.</li> <li>• Persons under 18 are not allowed to handle hazardous materials, including pesticides.</li> <li>• The operation must not expose youths to workplaces that are detrimental to their physical or mental health and development.</li> </ul>
6.1.3	SR	<b>Record Keeping</b> <p>Names, ages, activities and hours worked by any person under 18 need to be recorded and available for review during the annual inspection.</p>
<b>6.2. Human Rights</b> <p>This section is based on and supersedes ILO Conventions 29, 105 and 111.</p>		

6.2.1	SR	<p><b>No Forced, Bonded or Compulsory Labor</b></p> <ul style="list-style-type: none"> <li>• Forced or bonded labor is not permissible under any circumstances. This includes retention of identity card/passport or pay by the employer.</li> <li>• Workers may leave their position with or without a reasonable notice period, as stipulated in their contract.</li> <li>• Retention of salary, benefits or property is not permissible.</li> <li>• Prison labor is not acceptable.</li> <li>• All laborers are free to leave the workplace after the workday.</li> <li>• Neither the operation nor any sub-contractor or contract worker agency can engage in human trafficking.</li> <li>• Spouses must be employed individually or, if not employed by the operation, have the right to seek employment elsewhere and not related to the operation.</li> </ul>
6.2.2	SR	<p><b>Punishment of Workers and Disciplinary Policy</b></p> <p>No punishment of workers or their families, either in corporal form or in the form of wage deduction, or in any other form is permissible.</p> <p>A disciplinary policy must be in place that specifies a step-by-step process of escalation that is documented and well-defined. Causes for disciplinary action must also be documented. Workers have a right to be represented by a trusted person at disciplinary hearings.</p>
6.2.3	SR	<p><b>Sexual and Other Harassment</b></p> <p>Sexual or any other type of harassment of any kind is strictly prohibited. The operation must not allow any behavior that is threatening or abusive, including gestures and language, on its premises or on housing or other property provided by the operation.</p>
<p><b>6.3. Conditions of Employment</b></p> <p>This section is based on ILO Conventions 003, 100, 111 and 191.</p> <p>All operations must declare that they are aware of all applicable federal, state, local and any other laws and regulations and they are committed to remain in compliance with such laws. Workers must be made aware of such laws.</p>		

6.3.1	SR	<p><b>General Conditions of Employment</b></p> <p>The operation must adhere to the following basic requirements:</p> <ul style="list-style-type: none"> <li>• No form of discrimination based on race, color, sex and sexual preference, religion, political opinion, labor union membership, tribal association, nationality, social origin or pregnancy is permissible in any of the employment aspects such as hiring, promotions, or any other aspect.</li> <li>• “Positive discrimination” in employment is only permissible where a discriminated part of the population is given preference in employment opportunities.</li> <li>• “Positive Discrimination” is understood as the preferred treatment of a defined group of people with similar characteristics that result in lower socioeconomic status or a higher degree of vulnerability or both. Examples are working single mothers, migrant workers, or members of a specific tribal group.</li> <li>• Such “positive discrimination” requires a written policy including the reasons for establishing the policy.</li> <li>• An employee grievance procedure must be in place and communicated to the employees. Employees who report a grievance may not be subjected to any employment disadvantages.</li> </ul>
6.3.2	SR	<p><b>Pregnant Employees</b></p> <ul style="list-style-type: none"> <li>• At a minimum, protection of pregnant workers, maternity and post-childbirth leave, and related policies must comply with all applicable laws.</li> <li>• Female workers may not be denied hiring and may not be dismissed due to pregnancy or after childbirth, and not after a legally or voluntarily granted maternity leave. Pregnancy tests, especially before the hiring decision, are not permissible.</li> </ul>
<p><b>6.4. Contracts, Wages and Work Time</b></p> <p>The requirements for contracts are based on ILO Conventions 100 and 102. The Wages requirements are based on and supplemented by ILO Conventions 95, 100, and 110, and updated in consideration of the requirements regarding living wages as based on the Report of the “Meeting of Experts on wage policies, including living wages”, of February 19-23, 2024, and the decision to support and disseminate the Report by the ILO Governing Body during the meeting of March 4-14, 2024 in Geneva. The Work Time requirement is based on Convention C14.</p>		

6.4.1	SR	<p><b>Contracts</b></p> <p>All workers shall be employed under a written employment agreement stipulating at least:</p> <ul style="list-style-type: none"> <li>• Type of work, general pay per time unit, general work time, overtime and pay as applicable.</li> <li>• A simple job description.</li> <li>• All legal requirements regarding social benefits, disability benefits, sick days, sick pay, health care and maternity benefits.</li> <li>• Operations do not use contracts to avoid paying for social benefits, healthcare and other legally provided rights.</li> <li>• Operations negotiate with all employees, committees or labor unions in good faith and keep contracts as written.</li> </ul>
6.4.2	SR	<p><b>Wages</b></p> <p>The operation must provide a clear and intelligible basis for wage payment such as pay slips or other documentation. Operations must show a commitment to working toward living wages for their workers. In countries with tri-party agreements (Government, Organized Labor, and Employer Representatives) concerning Living Wages, operations must adhere to such agreements. If two-party agreements (between Organized Labor and Employer Representatives) exist for certain industries, operations must adhere to such agreements if applicable to their industry section. Operations with more than 1,000 workers must develop a plan to pay a living wage for their workers within three years, regardless of any aforementioned existing Living Wage agreements.</p> <p>If an operation below 1,000 workers threshold cannot pay a living wage within three years, reasons for this must be documented in the FairTSA System Plan and communicated to workers in a transparent manner.</p> <p>In addition, the following applies:</p> <ul style="list-style-type: none"> <li>• The principle of “equal wage for equal work” must be adhered to, independent of gender and age.</li> <li>• Wages must adhere to collective bargaining agreements if applicable. In any case, FairTSA reserves the right to set its own wages if it is determined that the prevailing minimum wage is below basic living expenses plus some discretionary income.</li> <li>• Wages must be offered in legal tender and be properly documented.</li> <li>• Vouchers and promissory notes are not permissible.</li> </ul>

		<ul style="list-style-type: none"> <li>• Partial payment of wages in-kind is permissible where customary or desirable, but it must be based on workers' choice and its value must be at least 20% higher than the value of payment in legal tender, except where food, housing, clothing and other essential supplies and services form part of the remuneration. Their cash value must be adequately assessed and recorded.</li> <li>• Payment of wages in the form of liquor or other beverages with high alcoholic content or of noxious drugs is not permissible under any circumstances.</li> <li>• Wages may not be withheld to penalize workers or for any other reason.</li> <li>• Overtime pay must be at least 25% higher than regular pay.</li> <li>• Wages must be paid directly to the employed worker. Exemptions, for example in case of illness, must be authorized in writing and signed by the individual who earned such wages. Any such exemptions must be declared by management during the inspection.</li> <li>• Wages must be paid in a timeline manner. At a minimum, employer must have a bi-monthly payment option.</li> </ul>
6.4.3.	SR	<p><b>Regular Work Time and Rest Period</b></p> <p>The operation shall comply with all applicable legal requirements and the conditions of collective bargaining agreements if such agreements exist.</p> <p>In addition, the following requirements apply:</p> <ul style="list-style-type: none"> <li>• Regular work weeks may not be longer than 48 work hours.</li> <li>• One day per week and holidays need to be free from work.</li> <li>• During harvest and other times of high workload, workers may work up to 60 hours per week, but not for more than 6 work weeks in total per year.</li> </ul> <p>In every period of seven days there shall be a rest period of at least 24 hours. This period of rest shall, wherever possible, be granted simultaneously to all staff of each undertaking. It shall, wherever possible, be fixed so as to coincide with the days already established by the traditions or customs of the country or district.</p> <p>Overtime work must be voluntary.</p>
6.4.4.	SR	<p><b>Contracted Labor</b></p> <ul style="list-style-type: none"> <li>• Contracted labor should only be used if necessary and not replace full-time regular employment. Use of contracted labor needs to be documented.</li> </ul>

		<ul style="list-style-type: none"> <li>Employers must always adhere to the “Employer Pays” - policy. No fees of any kind may be levied on the contracted laborers. Employers must document their adherence to this requirement.</li> <li>Contracted laborers have all the rights of regularly employed laborers under this standard. This includes legally required payment of benefits, access to grievance procedures, and others.</li> </ul>
6.4.5.	PG	<b>Overtime Progress Goal</b> If no overtime policy is in place, it must be implemented not later than three years from the date of first certification. Overtime pay must be at least 25% above regular pay.
<b>6.5. Freedom of Association, Collective Bargaining and Rights of Non-Unionized Workers</b> This section is based on ILO Conventions 87, 98 and C141.		
6.5.1	SR	<b>Collaboration with Labor Unions and Rural Worker Organizations</b> FairTSA is committed to collaborating with labor unions and rural worker organizations whenever possible to foster workers’ rights in all aspects of their employment.
6.5.2	SR	<b>Freedom of Association and Collective Bargaining</b> <ul style="list-style-type: none"> <li>The operation must confirm in writing that all employees have the right to join a labor union or other worker association.</li> <li>The operation shall not discourage or discriminate against workers because they are a member or representative in a labor union or worker association. It shall not discourage employees from making efforts to assemble or hold elections.</li> <li>Representatives of the worker organization may bring forth grievances and engage in collective bargaining without any negative consequences from the employer.</li> <li>Employers do not establish their own sponsored unions or associations to prevent genuine labor unions or independent labor associations.</li> </ul>
6.5.3	SR	<b>Rights of Non-Unionized Workers</b> Operations may be certified even if no labor union is present. In the absence of a labor union, if there are more than ten full-time workers employed on a regular basis, workers are entitled to elect a

		<p>committee that negotiates with the Grower Group's management in all aspects that would otherwise be covered by a collective bargaining agreement.</p> <p>If less than ten workers are employed, workers must be able to meet once a month for two hours on a paid basis to discuss work-related issues and give input and feedback to the management of the operation.</p> <p>Summary minutes of meetings shall be kept for at least two years and made available for inspection.</p>
<b>6.6. Social Security and Health Benefits</b> <p>This section is based on ILO Conventions C35, C36 and C130.</p>		
6.6.1	SR	<b>Social Security Benefits</b> <p>All Social Security benefits provided by law must be granted. Associated employer premiums must be paid on a timely basis and documented at inspection.</p>
6.6.2	SR	<b>Medical Care Benefits</b> <p>All medical care and sickness benefits provided by law must be granted by the employer. Associated premiums must be paid on a timely basis and documented at inspection.</p>
6.6.3	PG	<b>Progress Goal: Micro-Lending Fund in Case of Insufficient Social Security and Medical Benefits</b> <p>If legally granted Social Security and/or medical benefits are non-existent or negligible, within three years from the date of the first inspection the operation must establish a micro-lending fund that supports workers with major health problems or disabilities. Such funds must have a written policy that explains the method of ongoing financing of the fund and the conditions and level of payment to workers who fulfill said conditions.</p>
6.6.4	PG	<b>Sick Leave Policy</b> <p>If the operation has more than ten regular employees, a sick leave policy must be implemented for all regular workers not later than three years after the day of the first inspection. As a minimum, all workers shall be granted at least ten paid sick and/or personal leave days per year. Existing legal regulations with higher requirements supersede this section.</p>

## 6.7. Occupational Health and Safety Requirements

This section is based on ILO Conventions C148 and C155.

6.7.1	SR	<p><b>Basic Requirements</b></p> <p>The operation must create an Occupational Health &amp; Safety Plan that is reviewed and updated at least annually. The plan must contain procedures addressing occupational health and safety hazards, including training specifically geared to individual pieces of equipment or activities (such as maintenance or cleaning).</p> <ul style="list-style-type: none"><li>• The operation must designate a person who is responsible for overseeing all occupational health and safety procedures, including the creation, review and update of the Occupational Health &amp; Safety Plan.</li><li>• The operation must conduct training on occupational health and safety requirements at least once a year. Fire prevention and fire safety training must be part of the training. Contents of the training and participation must be documented.</li><li>• New hires working in areas or with equipment that represents a safety issue must be trained before assuming their duties.</li><li>• Warning signs in the respective language or pictures must be posted in areas of potentially hazardous equipment.</li><li>• The operation must provide workers with the necessary resources and equipment to comply with health and safety requirements at no cost.</li><li>• The operation must provide appropriate and up to date first aid materials and train personnel in the use of such materials.</li><li>• Pregnant, nursing, young (under 21) or otherwise vulnerable employees may not work in any dangerous or physically extremely challenging environments or with dangerous materials.</li><li>• There must be clean and functional sanitary facilities and changing rooms with lockers as applicable.</li><li>• Fire safety equipment such as fire extinguishers must be well maintained and easily accessible.</li><li>• Signage for escape routes must be clearly visible.</li><li>• Escape routes must be kept clear at all times.</li><li>• Sources of physical stress must be remedied on a short-term basis and eliminated as soon as possible. Examples including stressed eyes owed to improper lighting or certain postures such as bending over for extended amounts of time shall be addressed</li></ul>
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		<p>by the management. Immediate measures such as additional breaks for physical activity such as stretching are accepted temporary solutions. Within one year, corrective actions such as implementation of adequate lighting fixtures, better frames or other physical measures that alleviate the strain on the workers need to be implemented.</p> <ul style="list-style-type: none"> <li>• The operation must document occupational accidents and create a written plan for preventing such accidents in the future.</li> <li>• Buildings must be safe regarding electrical wiring, plumbing, ventilation and be constructed to prevent excessive noise. Lighting must be appropriate for the specific tasks carried out.</li> <li>• Operations with less than 10 full-time workers may be exempt from some of the requirements above by the Cooperating Certification Agency if the risk of occupational hazards is low.</li> <li>• Warning signs in the respective language or pictures must be posted in areas of potentially hazardous equipment.</li> <li>• The operation must provide workers with the necessary resources and equipment to comply with health and safety requirements at no cost.</li> <li>• The operation must provide appropriate and up to date first aid materials and train personnel in the use of such materials.</li> <li>• Pregnant, nursing, young (under 21) or otherwise vulnerable employees may not work in any dangerous or physically extremely challenging environments or with dangerous materials.</li> <li>• There must be clean and functional sanitary facilities and changing rooms with lockers as applicable.</li> <li>• Fire safety equipment such as fire extinguishers must be well maintained and easily accessible.</li> <li>• Signage for escape routes must be clearly visible.</li> <li>• Escape routes must be kept clear at all times.</li> <li>• Sources of physical stress must be remedied on a short-term basis and eliminated as soon as possible. Examples including stressed eyes owed to improper lighting or certain postures such as bending over for extended amounts of time shall be addressed by the management. Immediate measures such as additional breaks for physical activity such as stretching are accepted temporary solutions. Within one year, corrective actions such as implementation of adequate lighting fixtures, better frames or other physical measures that alleviate the strain on the workers need to be implemented.</li> <li>• The operation must document occupational accidents and create</li> </ul>
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		a written plan on how to prevent such accidents in the future.
6.7.2	SR	<b>Unsafe Equipment</b> <ul style="list-style-type: none"> <li>Procedures addressing occupational health and safety need to be in place. Those include training specifically geared to individual pieces of equipment or activities (such as maintenance or cleaning).</li> <li>For all equipment and machinery that constitutes an unsafe work environment, an inventory has been established and is updated continuously.</li> <li>Replacement or repair of such equipment needs to be prioritized. For equipment that is difficult to replace or repair, safety measures need to be implemented for it to be used.</li> </ul>
6.7.3.	PG	<b>Additional Requirement</b> If unsafe equipment is detected during an inspection, the operation must draft a plan on how to replace or upgrade this unsafe equipment within a reasonable timeframe. This plan must be approved by the CCA.
<b>6.8. Specific Requirements for Agricultural Workers Including Seasonal, Contract, and Migrant Workers</b>  This section is based on ILO Conventions 110, 141 and 143.		
6.8.1	SR	<b>Additional Labor and Work Requirements</b> <ul style="list-style-type: none"> <li>There must be lunch breaks of at least 30 minutes and two additional shorter breaks during the workday.</li> <li>There must be free access to necessary protective gear, for instance appropriate work gloves or sun protection (for instance, hats).</li> <li>Workers must have access to potable water, at least 2 liters per day.</li> <li>In case of excessive heat, additional rest periods in shaded areas must be provided.</li> <li>Tools must be appropriate for the work to be carried out.</li> <li>Recruiting practices need to be in accordance with this chapter in that workers may not be pressured, must be healthy and transport arrangements must be suitable for healthy and safe travel.</li> </ul>

6.8.2.	SR	<p><b>Living Conditions for On-Farm Workers</b></p> <p>Providing living quarters by an operation must never be used to create a financial hardship for workers. Rent values should be below the local market value of similar living quarters.</p> <p>Living conditions on the operations must include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Access to clean water for drinking, cooking, and sanitary purposes.</li> <li>• Suitable cooking, washing, storage and sanitary facilities.</li> <li>• Living quarters with adequate space for recreation.</li> <li>• Sleeping quarters must provide at least 5 square meters for each worker and at least 70 cm of head space for each bed.</li> <li>• Male and female workers must be accommodated in separate quarters, except for families.</li> <li>• Clean environment for living quarters.</li> <li>• Workers have a right to privacy in their housing accommodations.</li> <li>• Management must ensure that the housing provided complies with all applicable legal requirements. In addition, regular maintenance and inspections must be conducted by the management or authorized personnel.</li> <li>• Other and more specific requirements taking into account regional and cultural standards can be established by the CCA.</li> </ul>
6.8.3	SR	<p><b>On-farm Store with Supplies for Workers</b></p> <p>FairTSA requires that the price for food and other necessities sold to workers cannot exceed regional market prices plus a 20% surcharge for handling.</p> <p>Workers must be invoiced on at least a monthly basis. Product purchases may be deducted from wages, but itemized receipts must be provided to the workers along with the documentation of payment of wage.</p>
6.8.4	SR	<p><b>Employment of Migrant Workers</b></p> <p>Migrant workers must not be illegally employed to suppress wages and regular employment. If migrant workers are employed, they must have the same rights as regular and seasonal workers.</p>

## **6.9. Management and Communication Requirements when more than 50 Regular Workers**

6.9.1	SR	<b>Committee for Labor Requirements</b>  All operations with more than 50 regular workers shall establish a committee that annually reviews and improves policies and procedures as necessary. At a minimum, the committee shall consist of one management member and one worker representative
6.9.2	SR	<b>Publication of Labor Policy and Major Standard Requirements</b>  Senior management shall write and publish a policy statement stating the adherence of the operation to FairTSA Labor Requirements. The policy statement and the major provisions of the Labor Requirements of the FairTSA standard shall be prominently displayed on the premises of the operation.
6.9.3	SR	<b>Information Sessions Every Year</b>  The operation shall perform training sessions for all workers to inform them about their general rights and any additional specific rights under this standard at least annually.

# 7. Environmental Requirements

Chapter 7 is intended for:

- Organic and Conventional Agricultural Operations
- Wild Collection Operations
- Food and Skin Care Processing
- Textiles

Intent and Scope

This chapter serves to identify and eliminate practices and methods with negative environmental impact and to maintain, introduce and enhance methods and practices that have a positive impact. FairTSA fosters and supports organic farming practices wherever possible and accepts the following standards as fulfilling most environmental requirements:

- Australian Organic Standard
- Canadian Organic Standard
- EEC Council Regulations on Organic Agriculture
- Indian Organic Standard
- Japanese Agricultural organic Standard (JAS)
- Turkish Organic Standard
- USDA National Organic Program (NOP)

Any operation that is certified under an organic standard not listed above may apply for review of the respective standard. FairTSA will issue a decision regarding acceptance within one month from the date of the application. If approved, the operation will be exempt from the additional requirements in Chapter 8, Additional Requirements for Conventional Agricultural Production.

The requirements in this chapter must be fulfilled by all certified operations.

7.1. Water Sources, Water Use and Water Conservation		
7.1.1		<div><div>Water Sources</div><div><ul style="list-style-type: none"><li>• Sustainable water sources shall be used for all agricultural production.</li><li>• Use of cisterns and retaining ponds is recommended wherever possible.</li><li>• If there are indications that water sources are overemployed or there are local, regional or national regulations relating to water- saving measures in place, the operation must document its efforts to minimize water use.</li></ul></div></div>

7.1.2		<b>Water Use</b> <ul style="list-style-type: none"> <li>Water use for processes such as cleaning products and/or equipment should be minimized, and water-saving processes should be used as much as possible.</li> <li>No water should be wasted</li> </ul>
7.1.3		<b>Irrigation</b> <ul style="list-style-type: none"> <li>The operation must strive for the highest efficiency in irrigation methods.</li> <li>Water use must be managed in such a way that negative impact on the water table is minimized.</li> <li>In general, drip irrigation and other water-saving methods are preferred.</li> </ul>
7.1.4	PG	If the irrigation system does not meet this requirement, the System Plan must include a description of planned improvement measures for the second inspection, and the plan must be implemented after an additional 2 years.
<b>7.2. Waste Management and Treatment of Solid and Fluid Wastes</b>		
7.2.1		<b>Waste Management</b> <ul style="list-style-type: none"> <li>All waste needs to be under environmentally responsible management.</li> <li>The management plan must emphasize waste reduction and recycling whenever possible.</li> </ul>
7.2.2		<b>Solid Waste</b> <ul style="list-style-type: none"> <li>All organic waste should be composted, used for mulch and green manure or otherwise be used on the operation, for example in biogas generation.</li> <li>Burning of organic waste is prohibited except in cases where this serves as a phytosanitary measure or is required by law or local regulations.</li> <li>Use of materials that produce hazardous waste should be minimized as much as possible.</li> </ul>

		<ul style="list-style-type: none"> <li>• If possible, waste should be disposed of in municipal facilities. If that is not possible, controlled burial or incineration are acceptable, provided that the impact on human health and the environment is minimized.</li> <li>• Hazardous waste must be properly identified and disposed of under observation of all legal requirements and in such a manner that it does not impact soil or water quality negatively.</li> </ul>
7.2.3		<p><b>Treatment of Wastewater</b></p> <ul style="list-style-type: none"> <li>• Wastewater should be minimized, and the remaining water cleaned and/or recycled as much as possible.</li> <li>• Wastewater and sewage must not be released in open water bodies untreated.</li> <li>• Separation of solid and fluid waste is a minimum requirement. Leach fields may be used for fluids while solids must be deposited of in a safe manner. Simple plant-based treatment operations for fluid wastes such as reed beds are preferable to leach fields.</li> </ul>
<p><b>7.3. Energy Management, Minimizing Greenhouse Gases and Climate Change</b></p>		
7.3.1		<p><b>Energy Consumption</b></p> <ul style="list-style-type: none"> <li>• The organization should use energy efficiently and employ measures to reduce the use of electricity.</li> <li>• Transportation of products and people should be arranged in a manner that saves fuel or minimizes fuel use.</li> <li>• Transportation modalities that are inherently energy-efficient such as shipping are preferable from land transportation if available.</li> <li>• Transportation via airplane must be avoided. Special exemptions may be granted by the certification body only if it is the only one available method to bring the products in question to market.</li> </ul>
7.3.2		<p><b>Additional Means of Minimizing Greenhouse Gases</b></p> <p>Operations should employ at least one of the many methods of carbon sequestration and minimizing greenhouse gas emissions such as Biochar, System of Rice Intensification and/or others. A list of possible measures can be found at <a href="http://www.drawdown.org">www.drawdown.org</a>.</p>

7.3.3	PG	<b>Energy Use Documentation at Central Facilities</b> <ul style="list-style-type: none"> <li>• Energy use at central facilities must be documented and a proposal to minimize energy use put in place.</li> <li>• Alternatively, past successful efforts at energy minimization can be documented in order to satisfy this requirement.</li> </ul>
<b>7.4. Ecosystem Conservation, Treatment of Endangered Species and Biodiversity</b>		
7.4.1		<b>Ecosystem Conservation</b> <ul style="list-style-type: none"> <li>• The operation may not engage in the clearing of valuable ecosystems such as old growth forests (primary and secondary).</li> <li>• Land used for agricultural production that is classified as protected ecosystems must be cultivated in compliance with applicable regulations for such ecosystems.</li> <li>• In the absence of local, regional or national regulations for valuable ecosystems, a set of rules for the sensitive use of these areas must be developed by the growers in accordance with internationally accepted management practices for such areas.</li> <li>• Such information must be attached to the System Plan and approved by the CCA.</li> <li>• The operation must not engage in the destruction of valuable but not protected land such as rainforests. If there are instances where this occurs for compelling operational reasons, it must be on a limited basis and compensating measures must be carried out and documented.</li> </ul>
7.4.2		<b>Endangered Animal Species Protection</b> <ul style="list-style-type: none"> <li>• Endangered species as defined on the World Conservation Union's (IUCN) Red List at <a href="http://www.redlist.org">www.redlist.org</a> in its current version and classified there as at least "endangered" or as legislated by local, regional or national authorities may not be harmed, used, sold, captured or held in captivity.</li> <li>• This includes all monkeys and apes, regardless of their Red List status. Known habitats of endangered species must be mapped and protected to the fullest extent possible.</li> <li>• Hunting, collecting and trafficking in endangered species is not permitted.</li> </ul>



7.4.3		<b>Biodiversity</b> <ul style="list-style-type: none"> <li>• The operation should document efforts to increase biodiversity in all fields, plantations or other land used for the harvesting of crops.</li> <li>• The operation must provide an overview of any protected plant species that may be negatively impacted by its farming practices and document measures that mitigate such impact.</li> <li>• The harvesting and trading of endangered and protected plant species is prohibited.</li> </ul>
7.4.4	<b>PG</b>	Progress goal: If current agricultural practices include the use of endangered animal or plant species habitat, the operation must develop a plan to phase out the use of such habitat within three years. This phasing-out plan must be attached to the System Plan and approved by the CCA.
<b>7.5. Additional Requirements for Selected Crops</b>		
7.5.1		From time to time FairTSA may add specific requirements for selected crops. Such requirements are contained in Annex VI of this standard and may be updated without other standard changes if necessary.

## 8. Additional Requirements for Conventional Agricultural Production

### Chapter 8 is intended for:

Agricultural Producers that are not certified organic

### Intent and Scope

This chapter outlines the additional requirements that agricultural operations which are not certified organic need to comply with.

Certification under a Good Agricultural Practices (GAP) program may qualify the operation for partial exemption from this chapter. A valid certificate and the inspection report need to be provided to the respective CCA or FairTSA so a determination of applicability can be made.

8.1. Agrochemicals		
8.1.1		<p><b>General Principles</b></p> <p>The operation must comply with the laws and regulations regarding agrochemicals and applicable maximum contaminant levels in the producer and the importing country.</p> <ul style="list-style-type: none"><li>• Agrochemicals must only be used if other mechanical or biological methods have failed. They should not be the “go-to solution” on a regular basis (see also section 8.3).</li><li>• Worker safety while handling and applying agrochemicals must have outmost priority.</li><li>• The operation must identify an appropriately trained person who oversees all matters relating agrochemicals, including but not limited to storage, application, proper deposition, signage, training and documentation.</li><li>• Not permitted for use are highly hazardous agrochemicals listed in Appendix 3.</li></ul>
8.1.2		<p><b>Purchases and Recordkeeping</b></p> <ul style="list-style-type: none"><li>• All purchases of agrochemicals must be documented.</li><li>• Complete records of applications, storage and deposition must be kept on file for inspection.</li><li>• The application record must include the commercial ingredient name, amounts of agrochemicals applied, date and time,</li></ul>

		acreage/hectares, reason for application and name of person who performed the application.
8.1.3		<b>Training and Personnel</b> <ul style="list-style-type: none"> <li>• All personnel charged with the application of agrochemicals must be trained for the use, application, storage and deposition of the chemicals.</li> <li>• Trainings must be documented in the System Plan and repeated at least on an annual basis. Documents listing training contents and personnel attending the training must be available for inspection.</li> <li>• Only persons who are clearly aware of the dangers of agrochemicals and who sufficiently understand the training contents may be charged with the application of agrochemicals.</li> <li>• Persons younger than 18, pregnant or nursing women, persons with mental disabilities or severe health problems are not allowed to be involved in the handling, application, storage or disposal of agrochemicals.</li> <li>• The operation must keep a list with names, contact information, and training sessions attended for inspection.</li> <li>• All agrochemicals used must be listed in the FairTSA System Plan. Information provided must include trade name, active ingredient(s), and average amount used per hectare or acre.</li> <li>• Applying agrochemicals without disclosure constitutes grounds for immediate revocation or denial of certification.</li> </ul>
8.1.4		<b>Storage and Deposition</b> <ul style="list-style-type: none"> <li>• All agrochemicals must be clearly labeled.</li> <li>• Agrochemicals must be stored under suitable conditions in a locked space to which only designated personnel have access.</li> <li>• It is not permitted to discard any unused agrochemicals, even in diluted form, on the farm, in rivers or streams or in any other part of the farmland and its surroundings.</li> <li>• It is preferable that unused agrochemicals are returned to the manufacturer.</li> <li>• In cases where the return to manufacturer is not possible, local, regional or national agricultural extension services must be contacted to find out the best solution for discarding unused chemicals.</li> </ul>

8.1.5		<b>Application</b> <ul style="list-style-type: none"> <li>• The application of agrochemicals must conform to all safety procedures listed by the manufacturer.</li> <li>• Only appropriate and well-maintained equipment must be used for the application.</li> <li>• After application, fields must be clearly marked as having been treated by signage in local language or pictograms that have been adequately explained.</li> <li>• Buffer zones must be established to protect open water bodies and well areas, protected areas, areas of human activities and other fields where no application is intended.</li> <li>• Aerial application is only acceptable for fungicides and with permission by the CCA.</li> </ul>
8.1.6		<b>Equipment</b> <ul style="list-style-type: none"> <li>• All equipment for the application of agrochemicals must be properly maintained.</li> <li>• It must be cleaned after use according to manufacturer directions.</li> <li>• Water used for cleaning must be deposited safely and not discarded in open water bodies.</li> </ul>
8.1.7		<b>Testing</b> <ul style="list-style-type: none"> <li>• A sample of treated products that are FairTSA certified must be tested for pesticide residues at least on an annual basis.</li> <li>• Results must be below Maximum Residue Levels of the country of production and import as applicable.</li> </ul>
<b>8.2. Genetically Modified Organisms (GMOs)</b>		
8.2.1		<b>Prohibition of GMOs</b> <p>Methods to genetically modify organisms in processes that do not occur naturally, such as cell fusion and microencapsulation, and all types of recombinant DNA technology including Crispr are prohibited in all stages of agricultural production.</p>

8.2.2		<b>Protection of Integrity</b> <ul style="list-style-type: none"> <li>• Seed purchases must be accompanied by non-GMO documentation.</li> <li>• If GMO crops are grown on adjacent fields, buffer zones must be established.</li> <li>• If equipment is shared between GMO and non-GMO crops, a thorough cleaning must precede use for non-GMO crops.</li> <li>• Any other sort of commingling of FairTSA certified crops with GMO crops or seeds must be prevented and all measures need to address the situation appropriately, as verified by the CCA.</li> </ul>
<b>8.3. Integrated Pest Management</b>		
8.3.1		<b>General Principles</b> <p>Conventional operations must employ an Integrated Pest Management (IPM) approach to agricultural production. The following actions are mandatory:</p> <ul style="list-style-type: none"> <li>• Information on IPM methods through agricultural extension services and other appropriate sources.</li> <li>• Preventive measures to improve plant and soil health.</li> <li>• Documented observation of pest infestations.</li> <li>• Application of pesticides only after thorough evaluation of the problem and exhausting available natural options.</li> </ul>
8.3.2		<b>Pest, Weed and Disease Management</b> <p>The crop management must be based on a step-by-step approach to deal with pests, weeds and plant diseases.</p> <p>The first line of defense are prevention practices such as, but not limited to:</p> <ul style="list-style-type: none"> <li>• Crop rotation.</li> <li>• Sanitation measures to remove disease vectors.</li> <li>• Cultural practices that enhance crop health, such as selection of species and varieties suitable to on-site conditions.</li> <li>• Development of habitat for natural enemies.</li> <li>• Other suitable preventive methods.</li> </ul>

		<p>If infestation occurs, mechanical, physical and biological methods can be used, such as but not limited to:</p> <ul style="list-style-type: none"> <li>• Introduction of predators for parasites.</li> <li>• Lure, traps and repellents.</li> <li>• Flaming of weeds.</li> <li>• Other suitable mechanical, physical and biological methods.</li> </ul> <p>If none of these steps are successful, suitable agrochemicals may be applied, provided they comply with the requirements in section 8.1.1.</p> <p>An operation may request a temporary variance for the application of non-approved agrochemicals on Appendix 3 from their CCA if a prohibited agrochemical cannot be phased out by the second inspection, or if a situation arises that would lead to substantial crop damage with associated financial loss that is not covered by crop insurance or state or federal subsidies.</p>
<b>8.4. Additional Agricultural Practices</b>		
8.4.1		<p><b>Soil Fertility Management</b></p> <ul style="list-style-type: none"> <li>• Tillage and cultivation practices should be chosen that are beneficial for physical, chemical and biological soil conditions and that minimize soil erosion.</li> <li>• Residual plant material shall be incorporated into the soil of the arable land in such a manner that it enhances organic matter in the soil or at least does not contribute to the contamination of soil or water.</li> <li>• The burning of plant material on agricultural land is not permitted unless it is necessary such as in the case of pest or disease infestation.</li> </ul>
8.4.2		<p><b>Soil Erosion Prevention</b></p> <ul style="list-style-type: none"> <li>• In addition to the measures in Sections 8.3.1 and 8.3.2, the operation must identify areas that need improvements such as tree or bush plantings or perennial cover.</li> <li>• These areas need to be mapped and attached to the System Plan.</li> <li>• In addition, a brief attachment with timelines and measures to be implemented must be included with the System Plan.</li> </ul>

## 8.5. Requirements for Conventional Operations with Minor Noncompliances

8.5.1	PG	<b>Environmental Progress Goal</b> <ul style="list-style-type: none"><li>• If an operation does not fulfil all environmental requirements, said operation must develop a FairTSA Progress Plan. The progress plan must address the deficiencies and a timeline to correct noncompliances.</li><li>• The maximum time to achieve full compliance with this chapter is three years.</li><li>• This Progress Plan must be approved by FairTSA or the responsible CCA.</li></ul>
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## 9. Wild Collection of Plants

Chapter 9 is intended for

- Cooperating Certification Agencies
- Wild Collection Operations

### Intent and Scope

This chapter stipulates requirements for the wild collection of plants for further processing and sale. FairTSA takes into account that wild collection is often a highly unregulated business with the people collecting the plants having little or no leverage in terms of work conditions and proper remuneration. Often, they do not speak the official language, and payment conditions are murky, as typically there are no officially mandated minimum pay regulations. On the other hand, the work can be extremely arduous and time-consuming, warranting specific guarantees for such wild collection activities.

9.1. Sustainability of Wild Collection		
9.1.1		<p><b>General Sustainability Considerations</b></p> <p>Plants whose collection is restricted or prohibited by national law and plants listed by the Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES, <a href="http://www.cites.org">www.cites.org</a>) as endangered must not be collected.</p> <p>Any operation engaging in the wild collection of plants must ensure the sustainability of the harvest by avoiding:</p> <ul style="list-style-type: none"><li>• Endangering any plant or animal species.</li><li>• Damaging the integrity of the collection area.</li><li>• Jeopardizing the livelihood of other collectors that collect wild plants for their own subsistence.</li></ul>
9.1.2		<p><b>Sustainability Plan</b></p> <p>In order to assess the sustainability of the harvest, a collection plan must be submitted to the certifier which includes:</p> <ul style="list-style-type: none"><li>• Name of the plant species (common and scientific names)</li><li>• A map and the size of the collection area, specifying high and low yield areas as applicable (also see Section 9.1.3).</li><li>• Timing and extent of planned collection events.</li><li>• The previous year's annual harvest log by date, area and species.</li><li>• Estimated collection activities of other entities in the area.</li></ul>



9.1.3		<p><b>Delineation of Wild Collection Area and Buffer Zones</b></p> <p>All areas for wild collection must be properly mapped:</p> <ul style="list-style-type: none"> <li>• If possible, on a scale of 1:10,000 or less. If that is not possible, the lowest scale maps available in the region must be used.</li> <li>• Potential sources of contamination (for instance, industrial facilities, nearby cities or towns)</li> <li>• Minimum distance from sources of pollution such as major roadways or agricultural land in the wild collection area is 50 meters.</li> <li>• Additional buffer zones can be requested by the CCA.</li> </ul>
9.1.4		<p><b>Radioactive Elements and Heavy Metals</b></p> <p>Areas with known natural or man-made occurrences of radioactive elements in the soil may not be used for wild collection, unless there are systematic annual analyses for the prevalent radioactive elements showing that there is no threat of contamination. The wild collected plants must not violate the maximum contaminant level for radioactive elements for both the producing and the importing country.</p> <p>Areas with naturally occurring high concentrations of heavy metals are also excluded from being used for wild collection, unless continuous analyses establish that no high heavy metal concentrations in the wild collected plants are present. The wild collected plants must not violate the maximum contaminant level for heavy metals for both the producing and the importing country.</p>
<b>9.2. Contracting of Collectors</b>		
9.2.1		<p><b>Contracts and Payments</b></p> <p>Signed contracts in a language understood by the collectors must be in place for each collector. They need to specify, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Payment basis for wild collected plants (amount payable per weight unit or similar).</li> <li>• Quality and delivery requirements.</li> <li>• The currency of the payment.</li> <li>• A stipulation that payment for delivered plants must be made not later than seven days after delivery of the plants.</li> </ul>

		<ul style="list-style-type: none"> <li>• A clause stipulating the criteria for rejection of plants by the Wild Collection Operation.</li> </ul> <p>The Wild Collection Operation must:</p> <ul style="list-style-type: none"> <li>• Document that the payments for the collectors have the level of the local, regional or federal minimum wage.</li> <li>• Show that, as a minimum, the price is 5% above the 3-year average of work of the same kind and comparable quality.</li> <li>• Have a complete list of collectors involved in the wild collection project.</li> <li>• Have the agreements with the collectors and documentation of payments available for inspection at the buying operation's headquarters.</li> </ul>
9.2.2		<p><b>Information Requirements for the Wild Collection Personnel</b></p> <p>All collectors of wild plants must be instructed, in a language understood by them, about the collection area, possibly excluded areas and the general requirements as stipulated in this chapter.</p> <p>Each collector needs to sign a simple agreement, printed or communicated in the language of the collector, outlining the requirements of this chapter and establishing that they will adhere to those requirements while collecting plants.</p> <p>At each purchasing location for wild collected plants, the following information must be made public in the language understood by the collectors:</p> <ul style="list-style-type: none"> <li>• The method for how to properly harvest the plants in question.</li> <li>• A copy of the map as described in Section 9.1.</li> <li>• A summary of the requirements in this chapter.</li> </ul>
<b>9.3. Additional Requirements</b>		
9.3.1		<p><b>Transportation and Simple Processing (Drying) on the Wild Collectors' Premises</b></p> <p>The operation must ensure that the plants in question are not polluted during the transportation, drying and storage process. Collected plants' drying and storage rooms must be clean and suited for the purpose.</p>

9.3.2	<p><b>Social and Labor Requirements and Working Conditions</b></p> <p>All applicable social, economic and labor as well as workplace requirements laid down in other chapters of this standard also apply for wild collection and associated facilities.</p>
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## 10. Processing of Certified Foods

**Chapter 10 is intended for:**

- Cooperating Certification Agencies
- Processors and Handlers of Food Products

### **Intent and Scope**

This chapter defines and lays down requirements for the certification of food processing facilities under this standard. Maintaining the product integrity of processed food products as laid down in Chapter 4, Certification Process, is the main goal of this chapter.

Food products to which preservatives, processing aids or additional ingredients have been added are considered processed foods. For example, under this definition raisins treated with a food preservative or a product consisting of several blended ingredients such as a chocolate bar is considered a processed food under this standard. In addition, any food product that is undergoing processing actions such as milling, cooking, baking, curing, heating, drying, mixing, grinding, churning, separating, extracting, slaughtering, cutting, fermenting, distilling, preserving, dehydrating, freezing or chilling are also considered processed food products.

Immediate post-harvest treatment at the producer facility, such as cleaning, drying or fermenting is not considered food processing under this standard.

<b>10.1. Processing Aides, Preservatives and Food Product Ingredients</b>		
10.1.1		<b>Compliance with Legal Regulations</b>  All operations processing and handling FairTSA certified products must comply with applicable laws.
10.1.2		<b>Safe Alternatives</b>  The FairTSA standard is not only meant to ensure the social, economic and environmental well-being of producers and workers but also to foster the health and well-being of consumers of FairTSA products. Processors and manufacturers shall therefore always prefer the more natural, less processed and safer ingredient or processing aid.
10.1.3		<b>Prohibited Ingredients</b>  No processing aides or preservatives listed in Appendix 4 must be used in the processing of FairTSA Fair Trade certified products.

10.1.4		<b>Processing under Accepted Organic Standards</b>  FairTSA considers certification to any of the accepted organic standards as defined in Chapter 8 be equivalent with the food content requirements of this standard.
10.1.5		<b>Equivalency of Ingredients</b>  FairTSA will evaluate and determine the equivalency of ingredients certified under other applicable Fair Trade or Social Responsibility standards to be used in processed products. This determination will take place upon request by an applicant, another stakeholder, or the standard holder of another Fair Trade standard.
<b>10.2. Other Requirements</b>		
10.2.1		<b>Labor Requirements</b>  All labor requirements in Chapter 6, Labor Requirements apply to the processing of foods.
10.2.2		<b>Occupational Health and Safety Requirements</b>  Occupational health and safety requirements in Chapter 6, Labor Requirements are applicable with the exception of requirements specifically addressing agricultural workers.
10.2.3		<b>Labeling</b>  Labeling requirements for processed foods are addressed in Section 14.2.

10.2.4		<p><b>Community Development and Capacity Building for Facilities Processing Food</b></p> <p>Depending on the setup and the specific situation, workers in processing facilities may be included in the Community Development and capacity building activities of the certified project. To apply for this, an informal application may be submitted to FairTSA. A decision on the application must be issued within four weeks after receipt of said application.</p> <p>If processing facilities are included in such activities, all requirements in Chapter 5, Community Development Projects and Capacity Building apply.</p>
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# 11. Personal Care and Cosmetics Products

## Chapter 11 is intended for:

- Cooperating Certification Agencies
- Manufacturers of Personal Care and Cosmetics Products

## Intent and Scope

This chapter defines personal care and cosmetic products. It also specifies and determines materials, substances, processes and production conditions that must be met for cosmetic or personal care products to be certified under this standard.

11.1. Definitions, Equivalency and Labeling		
11.1.1		<p><b>Definitions</b></p> <p>The definitions below are based on the Cosmetics Standard NSF/ANSI 305. Here, cosmetics are defined as (1) substances and articles intended to be spread, rubbed, poured, sprinkled, sprayed on, introduced into, or otherwise applied to the human body or any part thereof for cleansing, beautifying, promoting attractiveness or altering the appearance, and (2) articles intended for use as a component of any such articles.</p> <p>Personal care products are non-medicinal consumable products that are intended to be used in the topical care and grooming of body and hair and that are spread, rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to a human body for cleansing, beautifying, promoting attractiveness or altering the appearance without affecting the body's structure or functions. This definition of personal care products includes soap.</p>
11.1.2		<p><b>Standard Equivalency</b></p> <p>Per FairTSA's determination, the following standards in their latest version are equivalent to the FairTSA requirements in terms of the processing methods for cosmetic and personal care products:</p> <ul style="list-style-type: none"><li>• NSF/ANSI 305-2016 Personal Care Products Containing Organic Ingredients</li><li>• NATRUE Standard Version 3.8 – Requirements for Natural and Organic Cosmetics</li><li>• Cosmos Standard Version 3.0 for Organic and Natural Cosmetics</li></ul>

		<ul style="list-style-type: none"> <li>Organic Standards as defined in Chapter 8, Additional Requirements for Conventional Agricultural Production.</li> </ul>
11.1.3		<p><b>Labeling</b></p> <p>The labeling of all personal care and cosmetics products must follow FairTSA requirements for labeling as laid down in Chapter 14, Labeling Provisions. Labels must be approved by either the CCA or FairTSA.</p>
<b>11.2. Production Requirements</b>		
11.2.1		<p><b>Production According to Good Manufacturing Guidelines</b></p> <p>All personal care products shall be produced by employing “Cosmetic Good Manufacturing Practice Guidelines” and applicable national standards or guidelines.</p> <p>Those guidelines must be followed unless the production conditions, labeling requirements or requirements for allowed or prohibited substances are stricter under the FairTSA standard. In such cases, the FairTSA standard has preference and must be followed.</p>
11.2.2		<p><b>Recommended Ingredients</b></p> <ul style="list-style-type: none"> <li>Whenever possible, plant-based ingredients should be used.</li> <li>Mineral ingredients and inorganic salts are generally allowed unless specifically prohibited.</li> <li>Synthetic and petroleum-based ingredients such as petrolatum or Vaseline shall be avoided.</li> </ul>
11.2.3		<p><b>Permitted Synthetic Substances and Permitted Processes</b></p> <p>Permitted synthetic substances and permitted chemical processes are defined in Appendix 5.</p>
<b>11.3. Prohibited Ingredients and Practices</b>		
11.3.1		<p><b>Prohibited Ingredients</b></p>



		Any and all specific legislation for the production and sale of personal care products in the respective country must be observed. In addition, the compounds listed as prohibited ingredients in Appendix 5 must not be used.
11.3.2		<b>Prohibited Preservatives</b>  None of the preservatives listed in Appendix 5 are permitted.
11.3.3		<b>Non-Listed Preservative</b>  For preservatives not found on either list, the following applies: <ul style="list-style-type: none"> <li>• Natural preservatives should be used.</li> <li>• If a company has made substantial and well-documented efforts to replace its synthetic preservatives with natural ones and has not found a reasonable natural or permitted replacement, the respective certifier or FairTSA may issue an exception for this specific preservative.</li> </ul>
11.3.4		<b>Animal Testing</b>  <ul style="list-style-type: none"> <li>• Using animals in the testing of products certified under this standard is not allowed.</li> <li>• Animal body fluids or parts of animals such as spermaceti, mink or marmot oil, fats, collagen and fresh cells must not be used.</li> <li>• No animals must be used in product development.</li> <li>• Lanolin use in the formulation of cosmetics and personal care products is the only exception.</li> </ul>

## 12. Textiles

### Chapter 12 is intended for:

- Cooperating Certification Agencies
- Textile Raw Material Producers
- Textile Manufacturers

### Intent and Scope

This chapter stipulates the requirements for the certification of textile products. Fair Trade certification of textiles under this standard is based on the Global Organic Textile Standard, the Global Recycled Standard, and other standards that may be deemed as equivalent to these standards as determined by FairTSA. The requirements below apply in addition to the aforementioned standards.

<b>12.1. General Requirements for Textile Production and Processing</b>		
12.1.1		<b>Labor Practices</b>  Operations must comply with all requirements regarding labor practices, child labor and all applicable ILO Conventions as per Chapter 6, Labor Requirements.
12.1.2		<b>Occupational Health and Safety</b>  Operations must comply with all requirements regarding occupational health and safety requirements per Chapter 6, Labor Requirements.
12.1.3		<b>Premiums for Textiles</b>  The premium for textiles is set at a minimum of 3% of the net ex-works price for the Fair Trade certified products.
12.1.4		<b>Labeling</b>  Labeling requirements for textiles and textile production are laid down in Section 14.5.
<b>12.2. Organic Raw Materials and Processing</b>		
12.2.1		Organic Raw Materials

		95% of the raw materials for a specific textile product must originate from certified organic production under a standard accepted by FairTSA as defined in Chapter 8, Additional Requirements for Conventional Agricultural Production. Certificates for such raw materials must be on file and made available during inspection.
12.2.2		<b>Organic Textile Processing</b> <ul style="list-style-type: none"> <li>• The processing facility must be certified under the Global Organic Textile Standard (GOTS).</li> <li>• Other organic textile standards may be evaluated for equivalency by FairTSA at the request of stakeholders.</li> </ul>
12.2.3		<b>Community Development for Textile Processing Under the Global Organic Textile Standard (GOTS)</b> <p>The Social Premium must be entirely invested in the following way:</p> <ol style="list-style-type: none"> <li>1. Projects that benefit the workers of the processing facility</li> <li>2. Projects that benefit the farmers and their communities that supply the raw materials.</li> </ol> <p>The allocation of the Social Premium funds between the two communities will be negotiated between the supply chain partners and facilitated by FairTSA.</p> <p>Facility management must support workers in creating their Community Development Projects and in Capacity Building measures. All requirements in Chapter 5, Community Development and Capacity Building, apply.</p>
<b>12.3. Non-Organic Textile Processing under GRS</b>		
12.3.1		<b>Processing of non-organic Textiles under the Global Recycled Standard (GRS)</b> <p>For the purpose of this chapter, these definitions of the following entities apply:</p> <p><b>Processing Facility:</b> The facility where the actual garment is manufactured.</p> <p><b>Recycling Company:</b> Any company that delivers used textiles for manufacturing to the Processing Facility. The Recycling Company interacts with and consolidates the used textiles collected by the Recycled Material Collectors (RMCs).</p>

		<p><b>Recycled Material Collectors:</b> The people who collect the used textiles to be recycled and deliver it to the Recycling Company.</p> <p>Conventional textiles produced under the Textile Exchange’s Global Recycled Standard (GRS) may be labeled as FairTSA fair Trade certified provided that all provisions in Chapter 4, Certification Process, Chapter 5, Community Development Projects and Capacity Building, and Chapter 6, Labor Requirements, in addition to the requirements in this chapter are met.</p>
12.3.2		<p><b>Community Development for Textile Processing under GRS</b></p> <p>The Social Premium must be entirely invested in projects that benefit the workers of the processing facility and the RMCs. At least 75% of the Social Premium must be allocated to projects for the RMCs.</p> <p>Facility management must support workers in creating their Community Development Projects and in Capacity Building measures.</p> <p>Certification requires that owners and management of the Processing Facility espouse a well-documented commitment to support their labor force and the RMCs and engage with them in the process of improving their living situations.</p>

<b>12.4. Non-organic Textile Processing Companies</b>		
12.4.1	<b>SR</b>	<p><b>Certifiable under the Social Responsibility Program</b></p> <p>All other operations that engage in the processing and handling of conventional textiles may be certified under the FairTSA Social Responsibility Program only. (See Section 13)</p>

## 13. Social Responsibility Program

### Chapter 13 is intended for:

- Cooperating Certification Agencies
- Producers and Licensees seeking Social Responsibility Certification
- Licensees and Registered Companies wishing to use the Social Responsibility certificate for certain products
- Non-Food Manufacturing, including textiles

### Intent and Scope

The FairTSA Social Responsibility Program solely addresses the Labor Requirements of this standard (Chapter 6). This certification does not qualify for Fair Trade sales. This chapter clarifies the requirements for Food and Non-Food programs (SRP-F and SRP-N respectively).

- SRP-F for food products was created for committed stakeholders who need an accessible, affordable program to comply with Social Responsibility requirements of retailers. It covers the whole supply chain in the country of origin. The SRP-F Program is only applicable for operations that have a valid certificate under an organic regulation accepted by FairTSA.
- SRP-N is a program designated for processing facilities of non-food products that are not certified organic, particularly textile facilities, but also facilities that process other non-food products.

Social Responsibility is here defined as demonstrating compliance with the program requirements in the following areas according to International Labor Organizations (ILO) Conventions on the United Nations (UN) Universal Declaration of Human Rights

- Child Labor
- Forced or Bonded Labor
- Health and Safety
- Freedom of Association and Right to Collective Bargaining
- Non-Discrimination
- Disciplinary Practices
- Working Hours
- Remuneration
- A Management System that takes the above areas of compliance into account

Both FairTSA Social Responsibility logos may only be used on certificates and in marketing and related materials and must not be used on the products themselves. On marketing and related materials reference must be made to the nine bullet points above.

All requirements that apply to the SRP-F and SRP-N are marked with a blue “SR” in the second column.

<b>13.1. General Requirements for Food Products (SRP-F)</b>		
13.1.1	SR	<b>Supply Chain Certification in the Country of Origin</b>  For raw materials, ingredients and finished products, the whole supply chain in the country of origin must be inspected and certified.
13.1.2	SR	<b>Labor Requirements</b>  For this certification only the labor requirements listed in Section 6 are relevant.
13.1.3	SR	<b>Labeling</b>  The FairTSA Social Responsibility label is to be used on marketing materials only and on the relating certificates. It must not be attached to raw materials, ingredients or finished products in any way, shape, or form. For more detail see Chapter 14.5, Labeling Provisions.
<b>13.2. Requirements for Non-Food Processing Facilities (SRP-N)</b>		
13.2.1	SR	<b>Socially Responsible Processing Logo</b>  For the certification of non-food product facilities, a label for Socially Responsible Processing has been developed. This label indicates that only the processing facility has been inspected and certified. It must not be used on the product itself, but only in electronic and other marketing materials and on the related certificates.  For the Socially Responsible Processing logo see Appendix 1.
13.2.2	SR	<b>Labor Requirements</b>  For this certification only the labor requirements listed in Section 6 are relevant.
13.2.3	SR	<b>Requirements for Facilities to be Certified</b>  Facilities that wish to be certified must comply <ul style="list-style-type: none"> <li>• with all applicable labor and occupational health requirements per Chapter 6,</li> <li>• Labor Requirements, including minimum wages as determined by FairTSA (may be higher than the legal minimum wage).</li> </ul>

## 14. Labeling Provisions

### Chapter 14 is intended for:

- Cooperating Certification Agencies
- All certified operations
- All registered operations and authorized licensees

### Intent and Scope

This chapter describes the labeling provisions for the use of FairTSA logos.

1. The FairTSA Fair Trade Certified logo may ONLY be used on certified products that are being sold to a licensee with an existing FairTSA license or registration agreement.
2. Both the Fair TSA Social Responsibility SRP-F and SRP-N-logos must NOT be used on any products – only on website and marketing materials.
3. The FairTSA Fair Trade Certified Textile logo may only be used on products that were manufactured in a producer country and are shipped/sold to a FairTSA licensee or registered company.

The declaration of the percentage of Fair Trade ingredients contained in each product serves to create transparency for consumers of the end products.

14.1. Use of FairTSA Logos		
14.1.1		<b>FairTSA Fair Trade Certified Products</b>  The FairTSA Fair Trade Certified logo can only be used on certified products that are shipped by a certified producer to an authorized licensee or registered company and on retail items by entities that have a signed and current licensing agreement.
14.1.2		<b>Website and Marketing Material</b> <ul style="list-style-type: none"><li>• The FairTSA Fair Trade logo may be used on websites and marketing materials by all producer entities that have obtained FairTSA certification.</li><li>• The FairTSA Socially Responsible Processing logo can only be used on websites and marketing materials by companies who have obtained FairTSA certification under the FairTSA SRP-N for non-food processing facilities.</li><li>• The Socially Responsible Processing logo may not be used on any products, but only for advertising and marketing purposes.</li></ul>













14.1.3		<b>Printing Requirements</b>  The specific printing requirements for the FairTSA logos are part and parcel of this standard as per Appendix 1.
<b>14.2. Labeling of FairTSA Fair Trade Retail Food Products</b>		
14.2.1		<b>100% FairTSA Fair Trade Category</b> <ul style="list-style-type: none"> <li>• Single ingredient and other products that consist of 100% FairTSA Fair Trade ingredients can be labeled as “100% FairTSA Fair Trade certified.”</li> <li>• The Fair TSA Fair Trade logo can be used on these products.</li> </ul>
14.2.2		<b>90% FairTSA Fair Trade Category</b> <ul style="list-style-type: none"> <li>• Food Products that contain at least 90% Fair Trade certified ingredients by weight, excluding water and salt, can be labeled as “FairTSA Fair Trade.”</li> <li>• No food additive, preservative or ingredient listed in Appendix 4 may be contained in such products.</li> <li>• All Fair Trade certified ingredients must be marked in the ingredients panel with an asterisk or similar mark. The mark must be explained as “Fair Trade.”</li> <li>• The FairTSA Fair Trade logo may be used on these products.</li> </ul>
14.2.3		<b>25% FairTSA Fair Trade Category</b> <ul style="list-style-type: none"> <li>• Products with 25% or more FairTSA Fair Trade certified ingredients by weight, excluding water and salt, need to show the exact percentage of the FairTSA certified ingredients if the FairTSA logo is used on such products.</li> <li>• Such products can also be labeled with the exact ingredient name above the FairTSA logo, such as “cacao” on top of the logo.</li> <li>• The percentage or the ingredient name must be at least the same size as the biggest font used on the logo.</li> <li>• Specific printing requirements are listed in Appendix 1.</li> </ul>
14.2.4		<b>Products with Less Than 25% FairTSA Fair Trade Certified Ingredients</b>



		<ul style="list-style-type: none"> <li>• Products with less than 25% of FairTSA Fair Trade certified ingredients must not carry the FairTSA logo in any way.</li> <li>• Individual ingredients may be marked with an asterisk after the ingredient name with the explanation “FairTSA Fair Trade certified” or similar explanation as the labeling law in the respective country permits.</li> </ul>
14.2.5		<p><b>Review and Approval of FairTSA Labels for Finished Food Products</b></p> <p>All logos for finished products for consumers must be reviewed and approved by either FairTSA or the CCA.</p>
<b>14.3. FairTSA Fair Trade Food Products Shipped by Producers</b>		
14.3.1		<p><b>Requirements for Food Products Shipped by Producers</b></p> <ul style="list-style-type: none"> <li>• All containers, bags, cartons or boxes for commodities produced in compliance with the FairTSA Fair Trade standard and shipped to a licensee or registered company must be clearly marked with the words “FairTSA Fair Trade certified.” They may include the FairTSA logo and the respective product name after these words, such as in “FairTSA Fair Trade certified bananas”.</li> <li>• All such containers, bags or boxes must include the applicable Producer Registration Number assigned by FairTSA.</li> <li>• The name of the Cooperating Certification Agency must also be printed on such packaging. In case of multiple certification agencies on the packaging, the CCA responsible for the FairTSA certification must be identified.</li> <li>• The logo can either be printed on the packaging itself or on a label that is firmly attached to the respective packaging.</li> <li>• For bulk containers, the accompanying documentation such as waybills, bills of lading, purchase order or certificate of analysis, as applicable, must also contain the wording “FairTSA Fair Trade certified.”</li> </ul>
<b>14.4. Labeling of Textiles</b>		
14.4.1		<b>Organic Textiles</b>

		<p>Only textiles that have been produced according to the Global Organic Textile Standard (GOTS) or a standard deemed equivalent by FairTSA can carry the FairTSA logo. At least 95% of the raw materials must be from certified organic sources. In addition to the GOTS requirements, the processing facilities must comply with all requirements in Chapter 5, Community Development Projects and Capacity Building, Chapter 6, Labor Requirements, and Chapter 7, Environmental Requirements.</p> <p>For Fair Trade organic textiles, the FairTSA Fair Trade Certified logo must be used.</p>
14.4.2		<p><b>Textiles Manufactured Under the Global Recycled Standard</b></p> <p>Textiles manufactured under the Global Recycled Standard may carry the FairTSA logo if they comply with all requirements under this standard, particularly Chapter 5, Community Development Projects and Capacity Building, Chapter 6, Labor Requirements, and Chapter 7, Environmental Requirements.</p>
<b>14.5. Labeling of Socially Responsible Certified Food Products</b>		
14.5.1	SR	<p><b>Socially Responsible Certified Food Products</b></p> <p>Food products that are Socially Responsible certified must not carry the FairTSA logo in any way, shape or form. However, the products may be accompanied by the Socially Responsible certificate to prove that the products are inspected and certified under the requirements set forth in Chapter 13, Social Responsibility Program. In addition, the logo and the description of the Social Responsibility Program may be used on electronic and print media to convey the scope of the certification.</p>
<b>14.6. Labeling of FairTSA Socially Responsible Processing</b>		
14.6.1	SR	<p><b>Logo Use</b></p> <p>The FairTSA Socially Responsible Processing logo may only be used for marketing, advertising, and consumer information materials, and never on the products themselves, normally in conjunction of an explanation of the certification requirements.</p>

## 14.7 Overview of Logo Rules

14.7.1		<p><b>Table: Overview of Logo Use Rules</b></p> <table border="1"> <thead> <tr> <th data-bbox="472 348 813 390">Program</th><th data-bbox="813 348 1097 390">Logo</th><th data-bbox="1097 348 1417 390">Use</th></tr> </thead> <tbody> <tr> <td data-bbox="472 390 813 816">Fair Trade Food</td><td data-bbox="813 390 1097 816">  </td><td data-bbox="1097 390 1417 816"> <p>On bulk and non-retail packaged products to be shipped by producers to licensees or registered companies</p> <p>On retail products shipped to registered companies or licensees.</p> </td></tr> <tr> <td data-bbox="472 816 813 1052">Fair Trade Program Textiles</td><td data-bbox="813 816 1097 1052">  </td><td data-bbox="1097 816 1417 1052"> <p>On retail products that are shipped by processors in countries of origin to registered companies and licensees</p> </td></tr> </tbody> </table>	Program	Logo	Use	Fair Trade Food		<p>On bulk and non-retail packaged products to be shipped by producers to licensees or registered companies</p> <p>On retail products shipped to registered companies or licensees.</p>	Fair Trade Program Textiles		<p>On retail products that are shipped by processors in countries of origin to registered companies and licensees</p>
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# Glossary

**Agrochemicals:** Synthetic chemicals used in agriculture to destroy insects, fungi, bacteria, pests and weeds such as pesticides, herbicides and fungicides. Sometimes the meaning of “agrochemicals” includes synthetic fertilizers to regulate plant growth such as synthetic ammonia. If synthetic fertilizers are meant, they are specifically named.

**Association:** A group of farmers that produces and markets its products mostly as one entity and is legally incorporated.

**Cooperating Certification Agency:** A third party ISO 17065 accredited entity specializing in the independent certification of products and production processes.

**Cooperative:** A group of farmers that produces and markets its products mostly as one entity and is legally incorporated.

**Document:** Information-containing media. The media may be paper, photos, samples or electronic media such as optic or magnetic discs.

**Discrimination:** According to the International Labor Organization (ILO), discrimination is defined as “Any distinction, exclusion, or preference based on race, color, gender, religion, political opinion, nationality or social origin that causes equality of opportunity or treatment in employment or work to be lifted or reduced.”

**Ecosystem:** A system of one or more biological communities and the physical media representing the habitats of the biological communities in a delineated area.

**Endangered Species:** A species of fauna or flora indicated as threatened or endangered in applicable local, regional or national laws or as indicated in the International Union for the Conservation of Nature’s Red List of Endangered Species classified as vulnerable, endangered or critically endangered (see [www.iucnredlist.org](http://www.iucnredlist.org)).

**Erosion:** The displacement of soil caused by the movement of water or wind.

**Farm:** An agricultural unit owned by an individual or a corporation.

**Farm Gate Price:** The price farmers are actually paid for their products.

**Field Inspector:** Typically, an employee of the entity to be certified who is trained in the inspection process and whose inspection work is overseen by the inspector of the third party certification agency.

**GMO or Genetically Modified Organism:** In the context of this standard, a Genetically Modified Organism is defined as any living organism that possesses a combination of genetic materials from

different species or different taxonomic families created by genetic engineering such as in vitro nucleic acid techniques, cell fusion, etc.

**Grower Group:** A group of farmers not legally organized that delivers one or more product to a Key Development Partner.

**Internal Control System:** A structured system to have a certain percentage of members of Grower Groups inspected by Field Inspectors that work with an Internal Control System Manager under an approved Internal Control System Manual.

**Internal Control System Manual:** A manual that lays down the rules and requirements for Internal Control Systems.

**Key Development Partner:** Typically, a processor who buys from several or many independent small producers and assists in the organization and the set-up of the Community Development Project for said small producers.

**Maximum Contaminant Level:** The maximum allowed level of a pesticide or other pollutant pursuant to the relevant law in a certain country.

**Minimum Price:** The lowest price acceptable for products purchased by a FairTSA licensed entity buyer that covers at least the production costs of the products plus a reasonable margin.

**Natural Water Body:** Any lake, pond, lagoon, river, stream, brook and other body of water that exists naturally.

**Non-Compliance or Non-Conformity:** The established and properly documented fact of violation of this standard by a FairTSA certified entity.

**Protected Area:** Land or property under legal protection in order to conserve or protect biodiversity, endangered species or a combination of both.

**Operation:** A farm or a processing entity owned by an individual, a cooperation, a corporation or a non-organized Grower Group.

**Organic Fertilizer:** A fertilizer from plant or animal material where the nutrients are bonded within the organic matter and some naturally occurring chemical breakdown must happen to release the plant nutrients.

**Social Premium:** A surcharge that a buyer of FairTSA certified products must pay in addition to the product price. The Social Premium is used for investment in Community Development Projects.

**Synthetic Fertilizer:** A fertilizer produced by an industrial chemical process.

## List of Acronyms

<b>CCA:</b>	Cooperating Certification Agency
<b>FSP:</b>	FairTSA System Plan
<b>ICS:</b>	Internal Control System
<b>IR:</b>	Inspection Report
<b>KDP:</b>	Key Development Partner
<b>SRP-F:</b>	Social Responsibility Program - Food
<b>SRP-N:</b>	Social Responsibility Program - Non-Food

## List of Appendices

1. Description of FairTSA Logos
2. Template for FairTSA Certificates
3. List of Prohibited Agrochemicals
4. List of Prohibited Synthetic Processing Aids, Preservatives and Food Ingredients
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6. Additional Requirements for Selected Crops