FAIR TRADE SUSTAINABILITY ALLIANCE

FairTSA

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

Version: 4.2

Date of Publication: September 3, 2026

Table of Contents

Introduction

How to Read this Guide

You may notice that section numbers are not all successive in this guide. Instead, they correspond with the section numbers in the FairTSA standard. If a section in the standard does not require a guidance comment, it is simply omitted. Since Certification Decisions and related procedures are central to this document, we decided to have those in the beginning and created Chapter 0 to accommodate this necessity.

Purpose

This Guide is meant to create a level playing field between certification agencies and to support the important work of inspectors/auditors and certification reviewers/certifiers. It

- elaborates on certain standard requirements,
- supports and alleviates the work of inspectors/auditors and certification reviewers,
- defines in more definite terms major noncompliances and their sanctions.

Structure

This guide provides

- specific comments and explanations regarding the standard.
- detailed descriptions of the required procedure for the communication of minor and major noncompliances.
- defines and details major noncompliances that require swift action by the CCA.

0. Certification Procedures

0.1 Certification Decisions	
0.1.1	**Authority for Certification Decisions** The certification evaluation is the responsibility of the reviewer/certifier in charge. The certification decision is entirely based on the applicable parts of the related FairTSA Standard and accompanying documentation, such as this Guide. To streamline certification decisions and keep them fair across all CCAs, most of the major noncompliances are listed in this Guide.
0.1.2	Dealing with Major Noncompliances Major noncompliances require immediate action by the certifier. Certifiers have three options to choose from: • Describe the major noncompliance and set a firm date when it must be corrected. • Describe the major noncompliance and suspend the certification of the operation for not longer than one year. • Describe the major noncompliance and revoke or deny certification. When contemplating the severity of a noncompliance, the following factors should be considered: • Was the noncompliance a deliberate act involving upper management, owners, or responsible representatives of the operation? • Did the operation attempt to cover up the noncompliance and/or was it uncooperative in the effort to clarify the situation? • Did FairTSA certified products reach the stream of commerce after major noncompliances were detected at the producer or handler operation? • What is the track record of the operation in question? Do they have any prior major noncompliance(s)? ----- • How is the general quality of communication with the client? • What other documented factors can the reviewer/certifier consider when assessing the severity of the noncompliance? If the answer to any of the first four questions is yes, a suspension, or, in severe cases, a revocation of the certification can be justified. The reviewer/certifier should use his/her best judgment in deciding what course of action to take in case of major noncompliances. In unusual cases or if the certifier/ reviewer is not very experienced, they may consult with FairTSA management. However, the certification decision rests in all cases with the certifier.

0.1.3	**Notification of Major Noncompliances** If a major noncompliance has been established, the operation should be notified within 10 business days. The notification letter must at least contain the following: • Date of notification • Date of inspection, if it was detected at inspection • Detailed reason(s) for establishing the major noncompliance with reference to the applicable section of the then-valid FairTSA standard • All prior communication regarding the issue(s) in questions • A date by which the major noncompliance must be corrected, resp. the response must be received. • Evidence of correction (if applicable) • In case of suspension, revocation, or denial of certification, information about the operator's right to appeal must be included.
0.1.4	**Effects of Denial, Suspension, and Revocation of Certification**

Measure	Consequence	Timeframe
Denial of Certification	Operation must not sell any products as FairTSA Fair Trade certified	Operation may reapply after one year
Suspension of Certification	Operation must not sell products as FairTSA Fair Trade certified or claim to be FairTSA Fair Trade certified unless and until suspension is lifted.	Operation can start selling products as FairTSA Fair Trade certified/claim to be certified with the date of reinstatement
Revocation of Certification	Operation must stop selling products as FairTSA Fair Trade certified or claim to be certified from the date of revocation of the certificate.	Operation may reapply after two years. Exception for documented human trafficking: 3 years

0.1.5	Minor Noncompliances Minor noncompliances must be corrected within a reasonable time frame, at least before the next inspection. Minor noncompliances must be described in a letter accompanying the certificate and points 1-5 above must be addressed.

1. Advisory Board, Standard Setting Procedure, Compliant Procedure and Collaboration with Cooperating Certification Agencies (CCAs)

1.4 Requirements for Cooperating Certification Agencies	
1.4.1	**Agreements with Certification Agencies** CCAs with multiple offices must ensure that the “FairTSA Clause” is included in all certification contracts by all offices. This clause defines the rights and obligations by the certified operator toward the CCA and FairTSA.
1.4.2	**Costs of Inspection and Certification** On occasion and true to its mission, FairTSA may ask you for an amended cost estimate, especially in cases of small producer organizations.
1.4.3	**FairTSA System Plan** It is mandatory that producers are given enough time to fill out the System Plan before the first inspection. In this way, the System Plan serves as a pre-assessment tool that enables producers to gain a clear idea of their compliance status before the first inspection.
1.4.4	**Inspections** Inspections shall be scheduled at times when the operation is in an active phase of its production cycle. For example, operations producing agricultural raw products should be inspected during harvest time, especially when seasonal workers are employed. Processing and handling facilities should be inspected when production runs of FairTSA certified products are ongoing. Exceptions, especially for first inspections, this is to be decided by the CCA management.
1.4.9	**Inspection Requirements for Grower Groups with Internal Control System (ICS)** If Internal Control Systems for organic production programs are in place, but the producer operation has problems with implementing the additional requirements for the Fair Trade program, we strongly recommend that certifier personnel inform FairTSA of such cases so that additional training and support can be provided.
1.5 CCA Quality Management	
1.5.2	Internal Audits

	FairTSA reserves the right to request copies of annual Internal Audit results and the measures implemented to correct any deficiencies.
1.6 Requirements for Inspection and Certification Personnel	
1.6.1	**Qualifications** CVs of inspectors need to be sent for review at least 14 days before any training.
1.6.2	**Training** Inspectors/auditors are authorized for a period of 2 years.

2. Admissibility for Certification

2.1 Requirements for All Operations	
2.1.1	**General Requirements** **Major noncompliance:** If an operation is not willing to sign the declaration of compliance with the FairTSA standard, missing incorporation documents or legally required permits, corruption of any kind, unresolved land disputes, or use of water sources without water rights or permission.
2.2 Producer Operations - Cooperatives, Associations, and Other Forms of Organized Producer Operations	
2.2.4	**Contracts Between Management and Farms** **Major noncompliances:** Non-existing contracts between small farmers cooperation management. In the case of very small cooperatives (less than 20 members, less than $500,000 turnover) or cooperatives that have been established for one year or less, the CCA may grant a transition time of maximum one year in which the operation can come into compliance with all requirements.
2.2.8	**Necessary Control System Elements** **Major noncompliances:** Missing critical elements of the ICS such as absence of centralized agricultural input purchases; missing contracts with farmers and workers; insufficiently qualified ICS management.
2.3 Individually Owned Farms	
2.3.1	**Applicability** **Major noncompliances**: Any attempt by the farm owner or management to withhold or embezzle part or all of the Social Premium fund, constitute a major noncompliance.

2.3.2	**Small Farms** If the Social Premium fund is divided between the small farm and the farm workers, this must be done in a transparent manner. **Major noncompliance**: Owner or management of farm are unwilling to inform workers of amounts of Social Premium received and/or are not willing to share the Social Premium fund in a manner provided by this standard and approved by the CCA.
2.4 Processing and Handling Operations for Agricultural Products	
2.4.2	**Contracts with Farmers** Agricultural processing and handling operations must demonstrate that they understand their special responsibility for the small farmers and farmer operations that supply the raw products. **Major noncompliances:** unfair trading practices such as delaying payment for products received or holding suppliers responsible for “Force majeure” events.
2.4.3	**Processing and Handling Operations Acting as Key Development Partners** Food processing facilities are often supplied by small farmers organized under an Internal Control System. If that is the case, management needs additional guidance regarding their role as Key Development Partner and especially regarding their obligations towards small producers and facility workers. Major noncompliances: No commitment toward living wages for workers; no adequate wage documentation; forced overtime; working under hazardous conditions. **Major noncompliances:** Not complying with applicable requirements for fair or minimum price; not properly accounting for Social Premium funds; not supporting their suppliers with the management of community projects that are funded by the Social Premium.
2.5 Licensed and Registered Partners	
2.5.1	**Licensed Partners** Licensed partners have a special responsibility especially regarding business planning and communication with their suppliers;

	Major noncompliance: Willful neglect of the special responsibilities for licensed partners such as repeated refusal to discuss partial pre-payment of harvest.

3. Supply Chain Practices, Traceability and Licensing Program

3.1 General Requirements for Companies and Organizations in the Supply Chain	
3.1.2	**Purchasing Contracts, Product Quality, and Timely Payment** **Major noncompliances**: Delayed payments or unfounded subtractions from agreed-upon payments for products;
3.1.3	**Purchasing Contracts and Terms for Small Producers** **Major noncompliances**: Non-payment to small farmers or their organizations, subtractions from purchase price without violation of documented delivery terms.
3.2 Supply Chain Verification	
3.2.1	**Specific Requirements** **Major noncompliance:** Willful non-disclosure of one or more supply chain members.
3.3 Responsibilities of Licensing Partners	
3.3.2	**Price for FairTSA Certified Products** Licensing partners or designated partners in the supply chain must pay the fair price per the standard. **Major noncompliance:** Avoiding or reneguing on the agreed fair price.
3.3.3	**Social Premium** **Major noncompliance:** non-payment or partial non-payment of the Social Premium.
3.4 Fair Trade Practices in the Supply Chain	
3.4.1	**Transparent Communication and Long-Term relationships** **Major noncompliances:** repeated violation of agreed-upon terms by any party; repeated lack of communication that leads to adverse impacts for members of the supply chain.
3.4.2	**Pre-Financing of Crops by the Buyer**

	Major noncompliance: Licensing partner’s refusal to partially pre-finance crops before harvest without justification.

4. Certification Process

4.1 General Requirements	
4.1.1	**Eligibility of Operations** **Major noncompliance:** Operation declines to accept and comply with all pertaining regulations of this standard.
4.1.2	**Inspection and Certification of FairTSA Certified Operations** **Major noncompliances:** Deliberately trying to extend the inspection cycle; advertising and selling products without proper FairTSA certification.
4.1.5	**Record Keeping Requirements** **Major noncompliances:** Keeping important records for less than five years; failing to make important records such as wage documentation etc. available for inspection.
4.1.6	**Ingredient Declaration** **Major noncompliance:** False or intentionally incomplete ingredient declarations**.**
4.1.7	**Traceability** **Major noncompliances**: Using untraceable or intentionally mislabeling ingredients.
4.1.9	**Product Integrity** **Major noncompliance:** Inability to properly maintain the product integrity of FairTSA certified products.
4.3 Certification, Denial, Suspension and Revocation	
4.3	**Certification, Denial, Suspension, Revocation and Appeals Process** Appeals process and criteria for qualifying major noncompliances are addressed in Chapter 0.

5. Community Development Projects and Capacity Building

5.1 Beneficiaries, Locations and Existing Projects	
5.1.1	**Beneficiaries of CDPs** It is of utmost importance that the inspector ensures that the beneficiaries of the Community Development Projects (CDPs) are the intended small farmers and/or farm and factory workers per the project proposal. The Social Premium must be kept in a separate bookkeeping account. The CCA may request to have the funds in a separate bank account if any traceability issues arise. Payments for the management of the project(s) by the operations' management or a designated person must never be more than 10% of the annual Social Premium. If a Non-Government Organization (NGO) is materially involved in the support of projects, such NGOs may be reimbursed for project-related expenses. This must be properly documented and may not exceed 10% of the annual Social Premium.
5.1.2	**Locations** Typically, projects should be localized in or in close vicinity of the producer communities. Exemptions from this requirement may be granted by the certification agency or FairTSA in well-reasoned cases. Such an exemption must be given in writing, listing all grounds for the exemption.
5.1.3	**Existing Projects** Existing projects funded by a FairTSA licensee can be taken into account when setting the Social Premium. The determination to which extent must be made by the CCA and FairTSA in collaboration, considering documented expenses and accepted projects.
5.2 Types of Eligible Projects	
5.2.9	**Other Admissible Community Development Projects** When in doubt about the admissibility of a project, an operation may contact the CCA or FairTSA directly. The main criterion is that a project supports the coherence and needs of the producer community. If that is guaranteed, the project will be approved.

	Example: Supporting a football (soccer) team was approved as it was determined that this would strengthen the coherence of the worker community involved and help ease social tensions.
5.3 Management of Community Development Projects	
5.3.1	**Initiation of CDPs** In rare cases, producer representatives may initiate and propose the CDP. Example: A project proposed to support migrant workers while the workers are not yet on the premises, and their villages are too distant to be involved in the planning process. Such projects or parts of projects must be designed exclusively and obviously for the benefits of the migrant workers. **Major noncompliance**: Not involving the small farmers or workers in the decision-making process for community projects funded by the Social Premium.
5.3.3	**Community Project Management** Key Development Partners (KDPs) are often a crucial link between the buyers of Fair Trade product (pay the premium) and the small farmers that produce the agricultural raw products. It is important that management understands and accepts this role and the related responsibility towards the small farmers, especially with regard to supporting the organization and administration of community projects for the small farmers. This is one important subject matter of FairTSA Producer Webinars. CCAs should also emphasize this function to potential KDPs before the first inspection. If there is a community project where workers are involved, KDPs have the same responsibilities regarding administration and organization of the projects. If Non-Government Organizations (NGOs) support the role of KDPs, direct communication with FairTSA is necessary. NGOs may be reimbursed for organizational expenses causally related to their work in support of KDPs. The activities must be properly documented, and the reimbursement must never exceed 10% of the total Social Premium received per year.
5.3.4	**Project-Based Accountability** Please note that the operation does not have to start a Community Development Project before the Social Premium amount exceeds USD 1,000. This means that verification of monies spent for Community Development does not happen before

	the second or later inspections. At the first inspection, the inspector should briefly inform the person responsible that a CDP is part of the FairTSA program. If the representative of the operation has further questions, they should be directed to FairTSA. Once a project is underway, the inspector must ask for a Community Development Plan and the Evaluation, any additional available information, and a financial statement. A financial audit according to the following formula must be carried out at the second inspection. The basis for audits is the calendar year preceding the inspection. Formula for first year of Community Development: + Social Premium funds received for the CDP by the operation during the preceding calendar year - documented expenses = monies still available for CDP. The remaining money must be clearly identifiable in the bookkeeping system of the operation that holds the Social Premium. This amount must also be noted in the inspection report. This will allow the inspectors at the next inspection to conduct the financial audit according to the following formula: + Social Premium still available after last inspection + Social Premium received during the preceding calendar year -documented expenses = monies still available for CDP. <u>Criterion for Inspection</u> Community Development Project is initiated/in progress/completed according to plan. <u>Indicators</u> • Are the expenses in line with the progress visible at inspection? • Bank statements, • building plans, • buildings in progress or completed (preferably documented by electronic images), • oral discussions/interviews with beneficiaries of the community development program, • receipts, pictures, if possible, for equipment and other goods bought as in the CDP plan

	• receipts for labor carried out and labor, • documents of seminars and workshops held, • statistics and other evidence documenting the execution and impact of the CDP. **Major Noncompliance**: Substantial irregularities in the administration of the funds for the Social Development Project. In such cases, corrective actions must be implemented no less than three months from the date of the inspection. The CCA may, at its discretion, insist that the operation establish a bank account just for the Social Premium funds. Examples of Major Noncompliances: • more than 10% discrepancy of the funds spent • receipts for labor carried out with no corresponding work documented • projects that do not resemble the project plan submitted • more than 5% and less than 10% discrepancy if it is systematic and recurring. Examples of Minor Noncompliances: • Minor deviation, such as less than 5% of the money is not traceable • Unreported and unapproved but reasonable changes and amendments to the project plan. Other questions to determine if a noncompliance is major or minor: • Did the irregularity occur more than once? • Are explanations plausible? • Did the operation proactively attempt to prevent such irregularities for the future?
5.4 Capacity Building	
5.4.1	**Food Security** Food security projects, especially involving farm and processing facility workers, should be emphasized. It is recommended that Key Development Partners engage in securing land for workers to cultivate and provide basic nutritional training whenever possible.
5.5 Economic Progress Goals for Cooperatives and Associations	
5.5.1	**Financial Projections and Business Plan** The business plan should include all activities but should only be inspected by the inspector and not documented in the inspection report, as it will most likely contain proprietary information.

6. Labor Requirements

6.1 Protection of Children and Youths	
6.1.1	**Minimum Age and Schooling** Working conditions for children must be evaluated very carefully. When in doubt, the CCA must schedule an unannounced inspection to clarify the issue and ensure that the operation complies with all provisions regarding child labor. In case of grey areas, for example, when children work as part of a family unit and the whole family is working for pay, this may be permissible under the following circumstances: • Available schooling is not prevented • The work is age-appropriate for the child • No undue pressure such as per-piece work for children is exerted • Children have additional breaks and are allowed to play during work time • It is part of a cultural system that allows such families to make a living. In cases where children younger than 15 years accompanying their parents at work serves as a security measure for such children, the cases must be clearly documented, including names and ages of children and the time frame where this acceptable. **Major Noncompliance:** Violations of child labor requirements always constitute a major noncompliance that must result in denial or revocation of certification if not immediately addressed and corrected by the operation (no more than one month from the date where the violation was documented).
6.1.2	**Dangerous Environments** Children must not be exposed to situations such as gambling or drinking alcohol or use of other drugs. Children may also not be permitted to stay in the vicinity of dangerous equipment. **Major Noncompliance:** If children are encountered in dangerous situations due to systemic issues at the operation, this must lead to immediate suspension at least until such situations have been remedied and the remediation has been confirmed in a follow-up on-site inspection.
6.2.1	**No Forced, Bonded or Compulsory Labor** Forced or bonded labor is not permitted under any circumstances.

	Major Noncompliance: Discovery of forced or bonded labor situations must result in denial or immediate revocation of certification. A waiting period of at least three years must be kept before another application for FairTSA Fair Trade certification can be considered.
6.2.2	**Punishment of Workers and Disciplinary Action** Punishment of workers in whichever form, including working longer unpaid hours or wage deductions, is not permissible. **Major Noncompliance:** Punishment as a matter of policy must lead to revocation or denial of certification until such policy is removed. Such removal must be stated openly and accessibly for all concerned workers.
6.2.3	**Sexual and Other Harassment** Gender relations must be given special attention due to often longstanding practices of disadvantaging or patronizing women. **Major Noncompliance:** Harassment and abuse in any form must not be tolerated and are grounds for immediate denial or revocation of certification.
6.3 Conditions of Employment	
6.3.1	**General Conditions of Employment** Discrimination is often a grey area and may occur in many forms and disguises. The expectation here is that obvious forms of discrimination such as gender discrimination, discrimination because of race or skin color and similar open forms of discrimination cannot be tolerated. **Major Noncompliance:** If open and clearly discernible forms of discriminations exist, they are grounds for immediate denial, suspension or revocation of certification.
6.3.2	**Pregnant Employees** In some countries and cultures, pregnancy test may be normal and even permitted by law. FairTSA requires that such practices, if established, must be abandoned immediately. **Major Noncompliance:** The requirement to conduct pregnancy test for female workers before hiring is a major noncompliance. The operation must cease to request this, or denial or revocation of certification will follow.

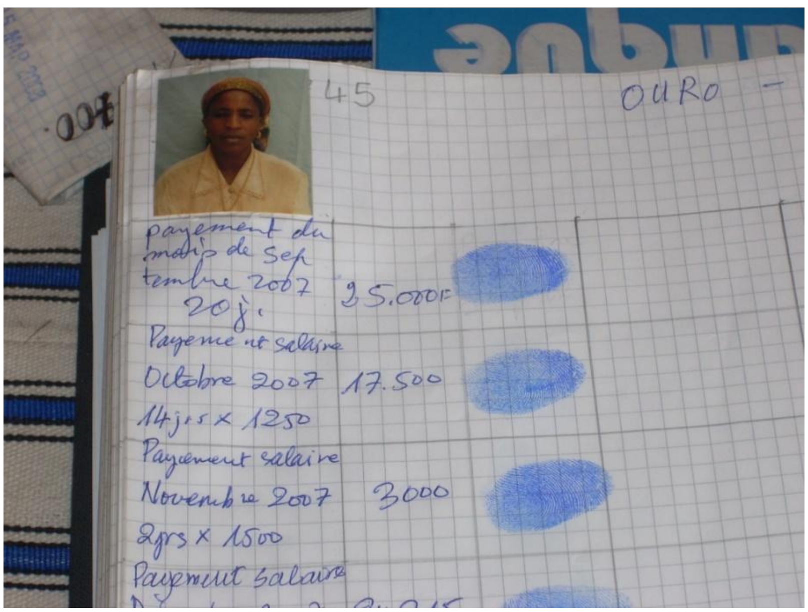
6.4 Contracts, Wages and Work Time

6.4.1 **Contracts**

Missing contracts for workers, especially for seasonal and migrant workers, is probably the most frequent standard violation.

Special attention needs to be given to wages for migrant or seasonal workers. This is even more necessary when the employment of such workers is facilitated by contracting agencies or middlemen. Even in such situations, all requirements regarding contracts must be observed. However, in the case of seasonal, migrant or contract workers,” umbrella” contracts are permissible. A sample of one version of a contract is shown below.

Figure 1: Umbrella contract and wage documentation in West Africa



The figure above shows part of a combined umbrella contract and wage documentation in a West African country. The first two pages of the book (not shown) contain the contract clauses in French. The contract was read to the illiterate female workers who then signed by fingerprint. Each worker has their own payment section in the book, and each payment is individually documented and confirmed by fingerprint. This is an acceptable low-tech solution for combining umbrella contracts and wage documentation.

Documented wage differentiation because of different job functions is permissible.

	Please note that basic employment contracts in several languages are downloadable from our web site, available at www.fairtsa.org/resources. **Major Noncompliance:** Missing contracts for workers constitute a major noncompliance. It can be remedied by timely submission of appropriate contracts. If contracts are present, but do not completely comply with FairTSA requirements, the missing parts must be noted as minor noncompliances and either added to the contract or treated as contract addendum and be submitted at the next inspection at the very latest. Contracts that enshrine discrimination (e.g. because of gender or tribal origin of workers) must be declared obsolete by the operation. Appropriate contracts must be submitted including a written declaration that discriminating contracts will not be used in the future.
6.4.2	**Wages** The operation must provide a clear and intelligible basis for wage payment and present that evidence at inspection. Pay slips or other documentation must be handed out to the workers so that they are able to review their wages and inform management if discrepancies are found by a worker. In the case of migrant or contract workers, this may not be possible. However, at minimum the "umbrella" contract must be in place, and the wage must be documented and confirmed by the individual workers (see also the guidance in 6.4.1.) Applicable minimum wage must be documented in the inspection report by the inspector. If no applicable minimum wage exists, the average wage paid in the industry should be noted with a remark that no legal minimum wage exists. FairTSA is working toward living wages for all workers. We published our Living Wage targets in the certifier section of our website. We have a three-tiered system in place: 1. For small and medium operations, the formula "Minimum Wage plus" applies. All operations must have a commitment toward paying living wages and pay and amount in addition to the current applicable minimum wage. 2. Large operations with more than 1,000 workers must comply with the living wage requirement within three years. If that is not possible for economic reasons, the operation must discuss this with the workers and find a joint solution.

	3. If there are three-party (between government, labor unions and employer organizations) or two-party agreements (between labor unions and employer organizations) in place, all operations must keep such agreements. **Major Noncompliances:** No wage documentation, missing wage documentation for some workers, wage discrimination of any kind, especially because of gender or tribal origin. Refusing to work toward a living wage, not keeping two or three-party agreements, large operations not complying with the living wage requirement and not explaining the situation to their workers after three years.
6.4.3	**Regular Work Time and Rest Period** Overtime must be voluntary and remunerated according to the contractual language, but at least 25% more than regular wage. If an operation is heavily relying on overtime, the inspector should give special importance to worker interviews regarding this topic. If substantial overtime is a long-term occurrence (2 or more years) in an operation, this can become a major noncompliance. **Major noncompliances**: Forced overtime; overtime that is adequately remunerated; long-term reliance on substantial overtime; working without minimum rest periods.
6.4.4	**Contracted Labor** Contracted labor situations require special attention. A representative of the workers must be available during inspection. Contracted workers have the same rights including social security and medical benefits. **Major noncompliances:** Contract workers receive lower wages than regular workers; benefits are not part of their contracts or are reduced; the contract workers themselves have to pay the contractor companies fees.
6.5 Freedom of Association, Collective Bargaining and Rights of Non-Unionized Workers	
6.5.2	**Freedom of Association and Collective Bargaining** If a collective bargaining agreement is in place, the operation must make it available for the inspector's review. The inspector must verify that the operation complies with all requirements in the agreement, including those related to age, overtime pay, and other benefits.

	Major noncompliances: Unionized workers are being discriminated against; employer actively prevents efforts to form a labor union; company creates their own union to prevent formation of an independent labor union.
6.5.3	**Rights of Non-Unionized Workers** Worker representation is a pillar of the FairTSA labor requirements. Unless it is a very small operation, worker associations are an essential part of the requirements. Worker associations must also be included in the decision-making about Community Development Projects. Such associations do not need to be legally registered but notes of regular meetings must be made available for inspection. **Major Noncompliance:** The absence of a worker association or worker committee constitutes a major noncompliance. At the first inspection, it may be treated as a minor noncompliance, but it must be mentioned in the noncompliance letter that this fact will constitute a major noncompliance in the future and may lead to suspension of the operation of revocation of the certificate.
6.6 Social Security and Health Benefits	
6.6.1	**Social Security Benefits** Documentation of timely Social Security premiums to state or federal authority must be provided for inspection. **Major Noncompliance**: Non-payment or untimely payment of Social Security contributions is a major noncompliance. If such non-payment results in workers not being able to receive benefits for which they would be otherwise entitled to, the operation must be suspended and not be reinstated before such payments have been made and the operation is in good standing with the respective Social Security administration.
6.6.2	**Medical Care Benefits** **Major Noncompliance**: Non-payment or untimely payment of Medical Care contributions is a major noncompliance. If such non-payment results in workers not being able to receive benefits for which they would be otherwise entitled to, the operation must be suspended and not be reinstated before such payments have been made and the operation is in good standing with the respective Medical Care administration.

6.7 Occupational Health and Safety Requirements	
6.7.1	**Basic Requirements** **Major Noncompliance**: Dangerous working conditions that are not improved within an appropriate timeframe; multiple accidents caused by the same equipment or work procedure without proper reporting and replacement of the equipment or procedure.
6.8 Specific Requirements for Agricultural Workers Including Seasonal and Migrant Workers	
6.8.1	**Additional Labor and Work Requirements** Special attention must be paid to situations where work is especially challenging, such as the cutting of sugar cane, or in situations where the temperatures are extreme. In such situations, additional breaks or other measures to alleviate the workers' situation may be appropriate and be required by the CCA. **Major noncompliance**: Workers are forced to work in extremely hot or dangerous conditions.
6.8.2	**Living Conditions for On-Farm Workers** Living spaces must be in good order and well-maintained by management. They must conform to decent local or regional standards. **Major noncompliances:** Insufficient room for the number of workers, inadequate kitchen and bathroom facilities; no opportunity for privacy; badly managed facilities.
6.8.4	**Employment of Migrant Workers** If migrant workers are employed and the payment of Social Security and Medical Care premiums is not possible, an amount equal to such premiums must be paid in addition to the regular wage. **Major noncompliances**: Migrant workers' pay is withheld with the intention of forcing them to stay for a certain period such as a harvest; any forced removal of personal identification papers.

6.9 Management and Communication Requirements for Operations with More Than 50 Regular Workers	
6.9.3	**Information Sessions Every Year** Information sessions about FairTSA requirements must be conducted in a language understandable for all workers.

7. Environmental Requirements

7.1 Water Sources, Water Use and Water Conservation	
7.1.1	**Water Sources** In many regions of the world water is a scarce resource. Therefore, water sources should be chosen with consideration, taking into account the water use of the operation itself as well as neighboring operations and the community at large.
7.1.2	**Water Use** **Major Noncompliance:** Willful and substantial violations of the water use section such as wasteful irrigation practices and regularly discharging contaminated wastewater in open water bodies constitute a major noncompliance. Growing of crops that are not suited for the climate and have excessive water needs that impact the community at large is considered a noncompliance. In such case a transition plan needs to be established that addresses the water situation in a satisfactory manner, either by minimizing water use considerably or by switching to a crop rotation or plants that are better suited to the climate in question. The transition time should not exceed five years.
7.3 Energy Management, Minimizing Greenhouse Gases and Climate Change	
7.3.1	**Energy Consumption** The operation should be able to demonstrate and document continuous minimization of energy use over time and highlight specific actions taken. Initially, only egregious and obvious examples such as trucks running idle for long hours should be treated as minor noncompliances. After the second and subsequent inspections, progress on minimizing energy use must be demonstrated by the operation. Major noncompliance: Sustained and egregious energy-intensive practices over a period of time (2 years or longer) leads to suspension of the operation unless and until progress can be demonstrated.

8. Additional Requirements for Conventional Agricultural Production

8.1 Agrochemicals	
8.1.1	**General Principles** Consumers rightfully expect that Fair Trade certified products are not harmful for their health. Therefore, utmost care must be given by the inspector during the inspection process. Violations of any of the requirements regarding purchase, application, storage and disposal of agrochemicals have a high degree of probability for constituting a major noncompliance. Therefore, it is necessary that the inspector includes questions regarding all aspects of the handling of agrochemicals in the worker interviews.
8.1.2	**Purchases and Recordkeeping** Purchases of any agrochemicals must be centralized, and all storage areas must be inspected, and the visit must be documented during internal and external audits. – **Major Noncompliance:** Use and application of agrochemicals for which no purchasing information exists constitutes a major noncompliance and must result in immediate suspension of the operation as a minimum.
8.1.3	**Training and Personnel** Personnel and training documentation must be complete for all personnel authorized to deal with any aspect of the handling of agrochemicals. Only agrochemicals listed on the FairTSA System Plan can be used. **Major Noncompliance:** If any untrained or unauthorized person is involved in the storage, application, or disposal of agrochemicals, this must lead to the immediate suspension of the operation.
8.1.4	**Storage and Deposition** **Major Noncompliance:** Unsafe storage of agrochemicals is a major noncompliance and must be immediately corrected. Unsafe disposal must lead to immediate suspension and can lead to denial or revocation of certification if humans, wildlife or ecosystems have been majorly impacted.
8.1.5	**Application**

	Inspections must be carried out at such a time that the application of agrochemicals can be observed and at least two workers responsible for application of agrochemicals must be interviewed. **Major Noncompliances**: All violations of proper application rules as defined by law, by the rules of the agrochemical manufacturer and as laid down in the FairTSA standard constitute major noncompliances.
8.1.6	**Equipment** The inspector should include the cleaning procedure in the informal interview if it cannot be observed directly. **Major Noncompliance:** Improper cleaning and discarding of residual agrochemicals and water or other fluids for cleaning constitutes a major noncompliance.

10. Processing of Certified Foods

10.2	**Other Requirements**
10.2.1	**Labor Requirements** All requirements in Chapter 6 apply.
10.2.2	**Occupational Health and Safety Requirements** All requirements in chapter 6 apply.
10.2.4	**Community Development and Capacity Building for Facilities Processing Food** 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. If processing facilities are included in such activities, all requirements in Chapter 5, Community Development Projects and Capacity Building, apply.

12. Textiles

12.1 General Requirements for Textile Production and Processing	
12.1.1	**Labor Practices** Guidance and noncompliance considerations per Chapter 6, Labor Requirements, apply.
12.1.2	**Occupational Health and Safety** Guidance and noncompliance considerations per Chapter 6, Labor Requirements, apply.
12.1.4	**Labeling** Guidance and noncompliance considerations per Chapter 14, Labeling Provisions, apply.
12.2.3	**Community Development for Textile Processing Under the Global Organic Textile Standard** Guidance and noncompliance considerations per Chapter 5, Community Development Projects and Capacity Building, apply.

13. Social Responsibility Program

13.1 General Requirements for Food Products	
13.2.1	**Socially Responsibly Processed Logo** Special attention must be given during inspection that the logo does not appear on any products. **Major Noncompliance:** If the logo appears on products, the company must be immediately suspended unless and until such products are removed from the stream of commerce or the labels have been removed from the products themselves.
13.2.2	**Requirements for Facilities to be Certified** All guidance and noncompliance considerations per chapter 6, Labor Requirements, apply.

14. Labeling Provisions

14.3 FairTSA Fair Trade Food Products Shipped by Producers	
14.3.1	**Requirements for Food Products Shipped by Producers** The inspector must ensure that only products intended for sale to licensed FairTSA buyers are labeled with the FairTSA Fair Trade logo.
14.5 Labeling of Textiles	
14.5.2	**Textiles Manufactured Under the Global Recycled Standard** All guidance and noncompliance requirements per Chapter 5, Community Develop Projects and Capacity Building, Chapter 6, Labor Requirements, and Chapter 7, Environmental Requirements, apply.