RAINFOREST ALLIANCE SUSTAINABLE AGRICULTURE STANDARD

SUPPLY CHAIN REQUIREMENTS

RAINFOREST ALLIANCE

ABOUT RAINFOREST ALLIANCE

The Rainforest Alliance is creating a more sustainable world by using social and market forces to protect nature and improve the lives of farmers and forest communities.

Translation Disclaimer
For any question related to the precise meaning of the information contained in the translation, should refer to the English official version for clarification. Any discrepancies or differences in meaning due to translation are not binding and have no effect for auditing or certification purposes.

More information?
For more information about the Rainforest Alliance, visit www.rainforest-alliance.org or contact info@ra.org

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SA-S-SD-1-V1.1 Rainforest Alliance 2020 Sustainable Agriculture Standard, Farm Requirements

All other annexes, guidances and policies listed in this document.

Replaces:

SA-S-SD-2-V1 Rainforest Alliance 2020 Sustainable Agriculture Standard, Supply Chain Requirements

Applicable to:	Country/Region:
Supply chain certificate holders	All

Crops:	Type of certification:
All crops in the scope of the Rainforest Alliance certification system; please see Certification Rules.	Supply chain certificate holders

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INTRODUCTION
OUR VISION

REIMAGINING CERTIFICATION

The merger of the Rainforest Alliance and UTZ in 2018 was a natural moment for us to combine our experience and develop a strong, forward-looking approach to certification that is fit for the challenges now facing sustainable agriculture and related supply chains.

'Reimagining Certification' is our long-term vision, based on a set of core principles: continuous improvement; data-powered; risk-based assurance; contextualization; and shared responsibility.

2020 SUSTAINABLE AGRICULTURE STANDARD: SUPPLY CHAIN REQUIREMENTS

The topic of sustainability should continue beyond the farm gate, and buyers in certified supply chains must provide increased support to farmers to work more sustainably. With the Rainforest Alliance's 2020 Certification Program, we're aiming to foster not only transparency but also responsible business practices by companies throughout the supply chain.

As the first step towards our Reimagining Certification vision, the Supply Chain Requirements of the Sustainable Agriculture Standard introduce a number of innovations, such as a contextualized package of requirements adapted to the circumstances of each certificate holder, strengthened risk assessment to identify and manage sustainability risks, and shared responsibility requirements to reward farmers for sustainable production and target investments to achieve sustainability goals. A detailed exploration of these innovations can be found in the '2020 Sustainable Agriculture Standard – Introduction' document available from the Rainforest Alliance website.

The Farm Requirements and Supply Chain Requirements together form the Rainforest Alliance Sustainable Agriculture Standard. Requirements that can be applicable to farm certificate holders, are taken up in the Farm Requirements document. Requirements that can be applicable to supply chain certificate holders, are taken up in the Supply Chain Requirements document. This means the numbering in each of these two documents can show gaps.

STANDARD DEVELOPMENT

The Rainforest Alliance is a full member of ISEAL. The 2020 Sustainable Agriculture Standard has been developed, for the relevant parts, in accordance with the ISEAL Standard-Setting Code of Good Practice, ensuring that the documents are relevant, transparent, and reflecting a balance of stakeholder interests.

2020 CERTIFICATION PROGRAM

The Rainforest Alliance 2020 Certification Program provides the foundation for our approach to reimagining certification. The new standard, assurance system and related data and technology systems are designed to deliver more value to the many people and businesses around the world that use Rainforest Alliance certification as an essential tool to support sustainable agricultural production and supply chains. Our 2020 Certification Program is made up of three principal components that are designed to work closely with each other:

SUSTAINABLE AGRICULTURE STANDARD

FARM REQUIREMENTS

SUPPLY CHAIN REQUIREMENTS

Annexes (binding):
Compliance with the content of the annexes is required in order to be certified.

Guidances (non-binding):
Documents to help users understand, interpret and implement the requirements, but are not binding for audits.

ASSURANCE SYSTEM

- **Certification Rules** to set out how auditors evaluate compliance with the farm and supply chain requirements
- **Auditing Rules** to ensure that certification bodies consistently deliver Rainforest Alliance audits of the highest quality
- **Rules for Authorizing Certification Bodies** to determine which organizations can carry out audits against the new Rainforest Alliance Sustainable Agriculture Standard
- **Rules for Certification Bodies' Personnel**

DATA SYSTEMS AND TOOLS

Certificate holders at farm and supply chain level will register for membership, manage audit processes and record sales transactions of certified products in a new IT platform.

New IT-based tools will progressively be made available to farmers, certificate holders and supply chain actors to better track and manage sustainability performance against the requirements of the Sustainable Agriculture Standard.

OVERVIEW OF THE SUPPLY CHAIN REQUIREMENTS

The requirements in this document are set out in chapters according to their principal theme.

These requirements are all mandatory if they are in the contextualized checklist that is produced after the registration process, instead of – requirements under 3.4 on contribution to living wage payment, which can be self-selected.

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Supply Chain Risk Assessment (SCRA) for Supply Chain Actors

As a part of the assurance system, data is collected through the SCRA which is embedded in the registration and profile completion process. The SCRA evaluates the potential risks of an organization's operations on individual site level in order to determine the type and frequency of verification required. A company's profile is based on the activities, location and crop information captured through this process in combination with other internal and third-party data (volumes, compliance, social risks, and others) specific for each individual operation. The organization's profile will result in a contextualized checklist of both mandatory and available self-selected requirements.
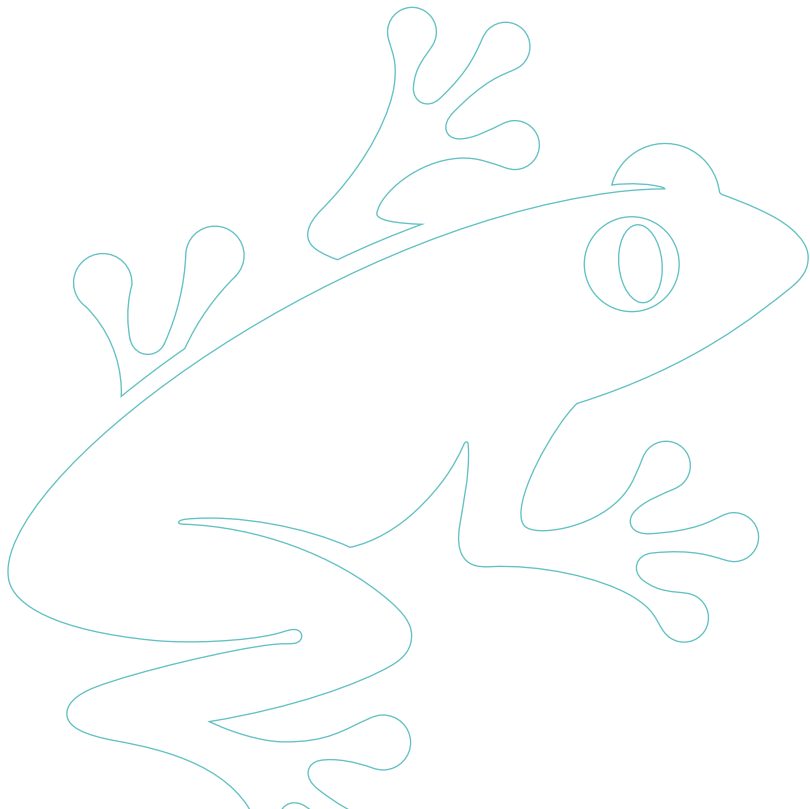
Once the list of applicable requirements is confirmed by the organization, the SCRA then determines the level of verification required to address the organization's contextualized check list. Additional compliance documentation can be provided by the organization against the mandatory requirements which will be considered as possible mitigating factors to decrease the verification level. The SCRA therefore can be broken down into two parts: 1) the contextualized check list of mandatory and self-selected requirements and 2) the level of verification needed to assess compliance; visualized in this graphic.

Certificate Holder Risk Profile Contextualization

Profile completion

Supply Chain Risk Assessment

Profile:
Location, crop, activities (i.e. Business type, certification & traceability level, labelling, etc.)

Risk identified based on internal and external data:
(i.e. RA certificate data, CPI)

Contextualized checklist of applicable requirements

Mandatory

1
- Requirement 1.1.3
- Requirement 1.1.4

3
- Requirement 3.3.4
- Requirement 3.3.5

6
- Requirement 6.6.1
- Requirement 6.6.2
- Requirement 6.6.3

Self-select

3
- Requirement 3.4.1
- Requirement 3.4.2
- Requirement 3.4.3
- Requirement 3.4.4

Non-applicable requirements are eliminated

Additional risk factors:
Volumes, claims, compliance history

Risk Mitigators:
Additional certifications

Contextualized checklist for verification

Mandatory

1
- Requirement 1.1.3
- Requirement 1.1.4

3
- Requirement 3.3.4
- Requirement 3.3.5

6
- Requirement 6.6.1
- Requirement 6.6.2
- Requirement 6.6.3

Self-select

3
- Requirement 3.4.1
- Requirement 3.4.2
- Requirement 3.4.3
- Requirement 3.4.4

Verification Level: C

Level of verification can be minimized

CHAPTER 1
MANAGEMENT

Sustainability is not just a way of life but is also a business, and successful business needs management. The Rainforest Alliance wants to see certified organizations managed in an efficient, transparent, inclusive and economically viable manner. Here, it is essential that farms and companies implement an integrated planning and management system, with processes and procedures for continuous improvement. This chapter includes topics related to management and responsible business conduct. Requirements on these topics follow a process of assessment, planning, implementation, evaluation and adjustment. Through the use of our Risk Assessment Tool, companies define mitigation and adaptation practices for specific topics to include in their management plans. This first chapter also includes the cross-cutting theme of gender. The inclusion of this topic in the management chapter recognizes the fundamental importance of gender, and that it applies to multiple dimensions of a company's activities.

1.1 MANAGEMENT

1.1.3	There is a clearly documented and implemented <u>management plan</u> which addresses each applicable Rainforest Alliance Supply Chain requirement. Documented procedures include control of <u>certified</u> products for all applicable processes, included in the <u>certificate scope</u>, to maintain product integrity.

1.1.4	The supply chain certificate holder has devised, adopted, and disseminated one or more policies for ensuring <u>responsible business conduct</u> in its own operations, supply chain, and other business relationships. The policies cover direct and indirect adverse impacts on human rights and the environment.
	• The policies commit and refer to following the OECD Due Diligence Guidance for Responsible Business Conduct. References and commitments to the OECD Guidelines for Multinational Enterprises or UN Guiding Principles for Business and Human Rights are also acceptable.
	• Oversight and responsibility for these policies and their implementation is assigned to senior management.
	• The policies and its expectations are specified in engagement with suppliers and other business relationships, including contracts and other written agreements.
	  A potential tool for compliance is to have a supplier code of conduct in place.
	• At a minimum, this policy requires from the supply chain certificate holder, its suppliers, and other business relationships:
	      - Compliance with <u>applicable laws</u> and relevant standards in relation to human rights, worker rights and conditions, health and safety
	      - Compliance with <u>applicable laws</u> and relevant standards in relation to environmental protection, deforestation, biodiversity, waste, and <u>wastewater</u> management
	      - Traceability and accounting of <u>certified</u> and conventional volumes
	      - A grievance mechanism
	
	For a model policy for responsible agricultural supply chains, consult the OECD Guidance for Responsible Agricultural Supply Chains, page 25-29.l5

1.2 ADMINISTRATION	
1.2.3	There is a list of current <u>subcontractors</u>, suppliers, and <u>intermediaries</u> of <u>certified</u> product that confirms their compliance to certification rules prior to or at the moment of an activity. For farms, this list of suppliers refers only to other farms they buy from.
1.2.5	An up to date list of permanent and <u>temporary workers</u> is kept, containing for each <u>worker</u>: • Full name • <u>Gender</u> • Year of birth • Start and end date(s) of employment • <u>Wages</u> For workers for whom <u>housing</u> is provided, the registry additionally contains: • Housing address • Number of family members • Year of birth of family members For children conducting light work (12-14 years) and <u>young workers</u> (15-17 years), the registry additionally contains: • Housing address • Name and address of parent(s) or legal guardian(s) • School registration (if applicable) • Type of work or tasks • The number of daily and weekly working hours *Note on applicability: for supply chain certification, this requirement is only applicable to those certificate holders that present a high risk in social topics and therefore must comply with requirements in chapter 5.*
1.2.9	Records for certification purposes and compliance are kept for at least four years.
1.2.16	There is a list of <u>workers</u> (m/f) who have been trained and have the knowledge and skills to effectively implement the supply chain <u>management plan</u>.
1.2.17	<u>Multi-site</u> administrator maintains a list of <u>sites</u> to be included in the certificate with the following information: Risk result, addresses, <u>scope</u>, and <u>workers</u> responsible for implementation at that site. Consent forms for sites not under common ownership are required, if applicable.

1.4 INTERNAL INSPECTION AND SELF-ASSESSMENT

1.4.1	An internal inspection system is in place to assess compliance of group members (for farms), sites, and/or other actors in scope with the Rainforest Alliance Sustainable Agriculture Standard. The system includes: • Yearly inspection of each group member (for farms), (processing) site and any other actor (including subcontractors, intermediaries, service providers) in the certification scope. Before the first certification audit, all these actors need to be internally inspected. • The scope in the first year of certification is: all applicable requirements of the Rainforest Alliance Sustainable Agriculture Standard • The scope during consecutive years is based on the Risk Assessment (for farms, see 1.3.1), on the previous year's internal inspection and on audit results. For farm scope only: a rotation system is in place so that each farm unit is inspected at least every 3 years. In case of remote farm units, this is done at least every 6 years. *Note on applicability: internal inspections are carried out when more than one entity (group members, sites, service providers, subcontractors) are included in the certificate.*
1.4.2	Management yearly carries out a self-assessment to evaluate its own compliance and that of all actors in its certification scope with the Rainforest Alliance Sustainable Agriculture Standard. For farm certificate holders, the self-assessment includes the results of the internal inspections of the group members and other entities covered in the certificate (including subcontractors, intermediaries, service providers, and processing sites). For multi-site supply chain certificate holders, the self-assessment includes the internal inspections of the sites, including subcontractors.
1.4.3	An approval and sanction system is in place in relation to the compliance of group members (for farms) and/or sites with the Rainforest Alliance Sustainable Agriculture Standard. The system includes: • A written approval and sanction procedure • An approval and sanction manager or committee • A mechanism to follow up on group members'/sites' improvement and corrective measures • A decision on each group member's/site's certification status that is signed and documented and included in the final internal inspection report

1.5 GRIEVANCE MECHANISM

1.5.1 A grievance mechanism is in place that enables individuals, workers, communities, and/or civil society, including whistle-blowers to raise their complaints of being negatively affected by specific business activities and/or operations of any nature, including technical, social, or economic nature. The grievance mechanism may be provided directly through collaboration with other companies, or through an industry program or institutionalized mechanism and in accordance with the United Nations Guiding Principles (UNGPs). The grievance mechanism should be accessible, in local languages, and also for those who cannot read or do not have access to internet. The grievance mechanism should include at least the following elements:

- A grievance committee with decision making power, with knowledge about the grievances, that is impartial, accessible, and gender sensitive
- Grievance committee is formed by at least one member/worker representative
- The grievance mechanism has appropriate submission channels, for internal and external stakeholders, including workers, members, staff, buyers, suppliers, indigenous peoples, and communities
- Anonymous grievances are accepted and confidentiality is respected
- Human and labor rights grievances are remediated in accordance with the Remediation Protocol, and collaboration with the Assess-and-Address Committee and/or the Gender Committee/Person as appropriate, depending on the case
- Grievances and agreed follow up actions are documented, and shared with the persons involved within a reasonable timeframe
- Submitters of grievances are protected against employment/membership termination, retribution, or threats as a consequence of utilizing the grievance mechanism

Assess-and-Address Committee (if applicable): see 5.1.1
Gender Committee/Person: see 1.6.1

Please see Annex S4: Remediation Protocol

Please see Guidance Document E: Grievance Mechanism

1.6 GENDER EQUALITY

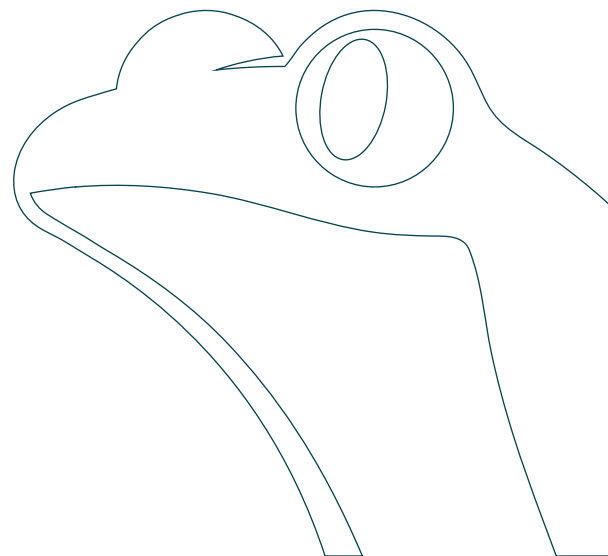|	
1.6.1	Management commits to promoting <u>gender equality</u> by: • A written statement that is communicated to <u>group members/workers</u> • Appointing a committee that is responsible for the implementation, monitoring, and evaluation of measures that promote gender equality and women's empowerment. Management can choose to appoint a responsible person instead of a committee, except in the case of large farms. The responsible committee/person: • Is knowledgeable about gender equality and women's empowerment • In case of a committee, includes at least one woman and at least one person from management • Is known, accessible and trusted by the group members/workers *Please see Guidance Document F: Gender Equality*
1.6.2	The responsible committee/person performs the following activities: • Implements <u>gender equality</u> mitigation measures following the basic <u>Risk Assessment</u> and includes these measures in the <u>management plan</u> • Raises awareness on gender equality and women's empowerment with management and (group) staff at least annually • Is involved in remediation cases concerning gender-based violence and gender-based <u>discrimination</u> in accordance with the Remediation Protocol Farm scope: Risk Assessment: see 1.3.1 Management plan: see 1.3.2 Supply Chain scope: Management plan: see 1.1.3 *Please see Annex S3: Risk Assessment Tool* *Please see Annex S4: Remediation Protocol*

CHAPTER 2
TRACEABILITY

A successful, credible sustainable agriculture certification program must be able to provide its users with the confidence that certified products are indeed produced according to the standard.

This requires a robust, transparent system to track products from the farmer along the supply chain up to the level of retail.

The requirements in this chapter provide certificate holders with a framework to accurately and credibly trace certified product and report any activity performed on the certified product (including conversions and sales) in the Rainforest Alliance traceability platform.

2.1 TRACEABILITY

2.1.3	Certified products are visually segregated from non-certified products at all stages, including transport, storage, and processing.
2.1.4	Management has mapped the product flow up to the final location of the certificate scope, including all intermediaries (collection points, transport, processing units, warehouses, etc.) and activities carried out on the product.
2.1.6	Total sales of certified products do not exceed the total production (for farms), purchase of certified products plus remaining stock balance from the previous year.
2.1.7	There is no double selling of volumes: products sold as conventional product or sold under another scheme or sustainability initiative are not also sold as Rainforest Alliance Certified. Selling products which are certified under more than one scheme is possible.
2.1.9	The correct methodology for the calculation of conversion factors is demonstrated and documented for each certified product and reflected accordingly in the traceability platform. *Please see Annex S6: Traceability*
2.1.10	Equipment used to define the weight or volume of the certified product is calibrated annually.
2.1.11	A volume summary of certified product is provided for the previous 12 months. This includes inputs, volume purchased, in stock, processed, outputs, lost and sold (as applicable).
2.1.12	Documentation includes traceability type and percentage (when applicable) when there is a change in legal ownership and/or physical possession of the certified product.
2.1.13	There is evidence (documentation on incoming and outgoing product, on-site procedures, reports) that any Rainforest Alliance claim made is valid and complies with Rainforest Alliance Certification Program requirements.

2.2 TRACEABILITY IN ONLINE PLATFORM

Applicable to certificate holders working in crops for which online traceability is offered within the Rainforest Alliance Certification Program.

2.2.1	Volumes sold as certified are recorded in the Rainforest Alliance traceability platform at the latest two weeks after the end of the quarter within which the shipment took place. *Please see Annex S6: Traceability*
2.2.2	Buyers of Rainforest Alliance Certified product have a procedure in place to regularly verify that transactions in the traceability platform match invoices for certified products purchased.
2.2.3	Volumes sold not as Rainforest Alliance Certified and/or lost are removed from the traceability platform within two weeks after the end of the quarter in which the sales took place or volume was lost. *Please see Annex S6: Traceability*
2.2.4	In case of public facing trademark use, an approval is obtained in accordance with the Rainforest Alliance 2020 Labeling and Trademarks Policy for on and off product trademarks prior to use.
2.2.5	Shipments that are combined into one transaction include sufficient information to relate the transaction to the individual shipments.
2.2.6	Written confirmation granting a traceability platform mandate by the farm certificate holder and acknowledgement by both parties is available.
2.2.7	The party granted the traceability platform mandate complies with applicable traceability requirements. *Please see Annex S6: Traceability*

2.3 MASS BALANCE
Applicable to certificate holders applying mass balance in the crops that permit the traceability type mass balance.
Please see Annex S6: Traceability

2.3.1	Volume credits are only converted for a process that can occur in reality, product conversion cannot go backwards to a previous product.
2.3.2	The volume of product sold as mass balance is 100% covered by volumes purchased as certified.
2.3.3	Volumes sold as certified meet the minimum percentage requirements for origin information. *Please see Annex S6: Traceability*
2.3.4	Purchase and sales documentation for volumes sold as certified include origin information to country level for incoming certified and non-certified volumes. *Please see Annex S6: Traceability*
2.3.5	Credit trading is limited to within a certificate, movement from one certificate to another shall be accompanied by physical shipment of relevant product.

CHAPTER 3

INCOME AND SHARED RESPONSIBILITY

The Rainforest Alliance aims to make sustainability the norm in the sectors in which it operates. This entails a fundamental transformation of the operating principles of the supply chain in the given sector. This means moving to a system where sustainability in agricultural production is valued and priced as a material service over and above the cost of the commodity. This also means that the investments needed to advance sustainability practices at origin are borne not only by the producer but also the market. These aspects of Shared Responsibility can be found within two elements of the 2020 Sustainable Agriculture Standard. The first is the Sustainability Differential, a monetary payment paid to farm certificate holders on top of the market price for the sale of certified crop. The second is Sustainability Investments which are made by buyers of certified product to contribute to the investments farm certificate holders need to drive sustainability progress at origin. With the aim to go beyond the Sustainability Investment approach, this chapter also includes a set of requirements on the contribution to living wage payments at farm certificate holder level that supply chain certificate holders can self-select.

3.2 SUSTAINABILITY DIFFERENTIAL

3.2.3	The buyer of <u>certified</u> products pays the <u>Sustainability Differential</u> in the form of a monetary payment on top of the <u>market price</u>, quality premiums or other differentials. Sustainability Differential cannot be paid in kind. *Please see Annex S14: Shared Responsibility*
3.2.4	The responsible certificate holders (*see Annex S14 for further detail on applicability*) have clear contractual agreements in place which specify the amount and other terms around <u>Sustainability Differential</u> payment. *Please see Annex S14: Shared Responsibility*
3.2.5	The full amount of the <u>Sustainability Differential</u> is paid at least annually and no later than payment terms defined for the relevant crop. *Please see Annex S14: Shared Responsibility*
3.2.6	Confirmation of <u>Sustainability Differential</u> payment is recorded in the <u>traceability platform</u> no later than 3 months after the actual payment was made. *Please see Annex S14: Shared Responsibility*
3.2.7	The <u>Sustainability Differential</u> paid amounts to at least the prescribed minimum, for crops for which a minimum is defined. *Please see Annex S14: Shared Responsibility*

3.3 SUSTAINABILITY INVESTMENTS

|	
3.3.4	The full amount of the <u>Sustainability Investment</u> is paid at least annually and no later than payment terms defined for the relevant crop. *Please see Annex S14: Shared Responsibility*
3.3.5	Confirmation of <u>Sustainability Investment</u> payment (cash and in kind) is recorded in the <u>platform</u> no later than 3 months after the actual payment was made. *Please see Annex S14: Shared Responsibility*

3.4 SUPPLY CHAIN CONTRIBUTIONS FOR LIVING WAGE PAYMENT (SELF SELECTED)
Applicable to any certificate holder deciding to make a Living Wage payment contribution and corresponding claim.

3.4.1	The supply chain <u>certificate holder</u> has a copy of the farm certificate holder's plan for <u>wage</u> improvement and has identified how and when support could be provided to achieve it.
3.4.2	There is written evidence that the responsible supply chain certificate holder has engaged and come to agreement with the farm certificate holder on modalities, targets and timelines for contributing to the implementation of the farm's <u>wage</u> improvement plan.
3.4.3	There is evidence that contributions to the farm's <u>wage</u> improvement plan are being made and align with modalities, targets and timelines as agreed upon with the farm certificate holder.
3.4.4	The direct financial or other type of investment in context of <u>living wage</u> payment contribution by the supply chain certificate holder to the farm is recorded.

CHAPTER 5
SOCIAL
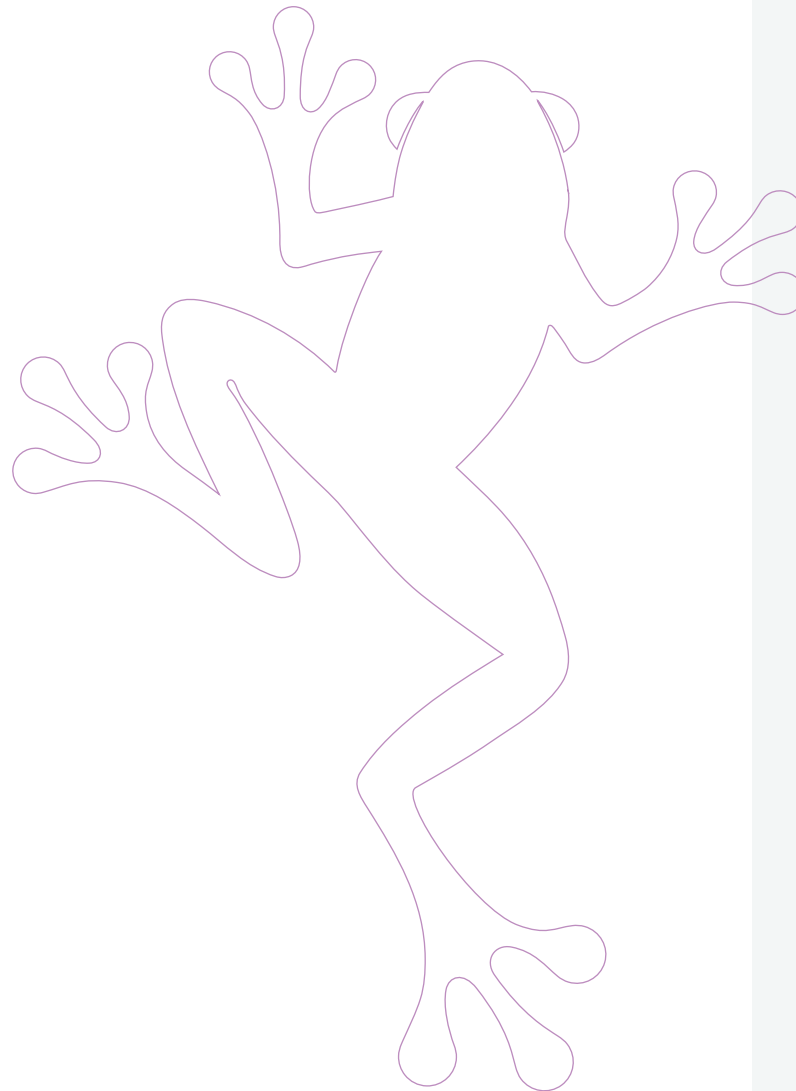
The social chapter seeks to empower workers to realize better working and living conditions for themselves and their families; to promote equality and respect for all with special attention to vulnerable groups such as migrants, children, youth and women; and to strengthen human and labor rights protections on certified operations.

To support sustainable livelihoods, the Rainforest Alliance Sustainable Agriculture Standard establishes requirements related to all fundamental human and labor rights, health and safety, and decent living and working conditions. These requirements align with the UN Guiding Principles (UNGPs) on Business and Human Rights, relevant ILO conventions, and other multistakeholder concepts.

5.1 ASSESS-AND-ADDRESS CHILD LABOR, FORCED LABOR, DISCRIMINATION, WORKPLACE VIOLENCE AND HARASSMENT

5.1.1	Commitment: Management commits to assess-and-address child labor, forced labor, discrimination, and workplace violence and harassment by: • Appointing a management representative who is accountable for the assess-and-address system • For large farms, individually certified farms and supply chain certificate holders: giving a mandate to a committee comprised of the appointed management representative and workers representative(s) to manage the assess-and-address system. The worker representative(s) is/are selected by workers. • For group management: giving a mandate to a committee comprised of the appointed management representative and a group member representative to manage the assess-and-address system. Group management can choose to appoint a management representative only instead of a committee. The committee members are: • Knowledgeable about child labor, forced labor, discrimination and workplace violence and harassment • Impartial, accessible and trusted by workers/group members Communication: • Management representative/committee: coordinates with management, the grievance committee and the gender person/committee • Raises awareness of these four issues with management and (group) staff at least annually • Informs workers/group members in writing that child labor, forced labor, discrimination and workplace violence and harassment are not tolerated, and that management has a system in place to assess and address related cases. This information is visibly displayed at central locations at all times. *Please see Guidance Document L: Assess-and-Address*
5.1.2	Risk mitigation: The management representative/committee includes in the management plan the mitigation measures as identified in the basic Risk Assessment and implements corresponding measures. The basic Risk Assessment is repeated at least every three years. Farm scope: Management plan: see 1.3.2 Risk Assessment: see 1.3.1 Supply Chain scope: Management plan: see 1.1.3 *Please see Annex S3: Risk Assessment Tool*

5.1 ASSESS AND ADDRESS CHILD LABOR, FORCED LABOR, DISCRIMINATION, WORKPLACE VIOLENCE AND HARASSMENT

5.1.3	Monitoring: The management representative/committee • Monitors risks and the implementation of risk mitigation measures • Reports potential cases of child labor, forced labor, discrimination, and workplace violence and harassment to the management and to the grievance committee • Monitors remediation activities (see 5.1.4) The intensity of the monitoring system is adjusted to the risk level and the issue. **Indicator:** The number of potential cases identified by the monitoring system and referred to the grievance mechanism (by gender, age, and type of issue) *Please see Guidance Document R: Assess-and-Address Monitoring Tool*
5.1.4	Remediation: The management representative/committee sets out in the management plan how to remediate cases of child labor, forced labor, discrimination, workplace violence and harassment. Confirmed cases are remediated and documented following the Rainforest Alliance Remediation Protocol. Safety and confidentiality of the victims are protected throughout the process. **Indicator:** Number and percentage of confirmed child labor, forced labor, discrimination and workplace violence and harassment cases remediated per the Remediation Protocol (by gender, age, and type of issue) *Please see Annex S4: Remediation Protocol*

5.2 FREEDOM OF ASSOCIATION

5.2.1	Workers have the right to form and join a union or workers' organization of their own choice and to take part in collective bargaining, without prior authorization from the employer, and in accordance with applicable law. Workers' representatives are elected democratically among workers in regular, free elections. Management informs workers on these rights through a written policy in a language they understand, before the start of employment. The written policy on freedom of association and collective bargaining is visibly displayed at all times in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, management does not hinder the development of parallel means for independent and free association, bargaining and dialogue with management. **ILO Convention, Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)**
5.2.2	Workers are not subject to discrimination or retaliation for reasons of past or present workers' organization or union membership or activities. Management does not punish, bribe or otherwise influence union members or workers' representatives. Records are kept of terminations of employment, including the reason for termination and workers affiliation with a union or workers' organization. Management does not interfere in the internal affairs of workers' organizations and/or unions, nor in elections or duties related to membership of such organizations. **ILO Convention, Right to Organise and Collective Bargaining Convention, 1949 (No. 98)**
5.2.3	Management provides worker representatives reasonable paid time off from work to carry out their representation functions and attend meetings. Where needed, management provides the worker representatives with reasonable facilities including meeting space, means of communication and childcare. Management gives worker organization and/or trade union access to a notice board to communicate information about their activities. Management establishes genuine dialogue with freely chosen workers' representatives to collectively raise and address working conditions and terms of employment. Management keeps records of the minutes from meetings with worker organizations and/or trade unions. **ILO Convention, Workers' Representatives Convention, 1971 (No. 135)**

5.3 WAGES AND CONTRACTS

5.3.1	Permanent and temporary workers who are employed for more than three consecutive months have a written employment contract signed by both parties. The worker receives a copy of the contract at the time of signing. Permanent and temporary workers employed for fewer than three months must have at least verbal contracts in place. Verbal instead of written contracts are acceptable only if they create legally binding employment relationships under applicable law. The employer keeps records of verbal contracts that include all terms listed below and inform workers of these terms. Written/verbal contracts include at minimum: • Job duties • Location of the job • Working hours • Pay rate and/or method of calculation • Overtime pay rate • Frequency or schedule of payment • Deductions, benefits provided such as in-kind benefits • Paid leave • Medical leave and protections in case of illness, disability or accident • Notice period (if any) for contract termination
5.3.2	Management does not engage in arrangements or practices designed to eliminate or reduce workers' pay and/or benefits such as employing temporary workers for permanent or ongoing tasks.
5.3.3	Workers receive at least the applicable minimum wage, or the wage negotiated in a Collective Bargaining Agreement (CBA), whichever is higher. For production quota or piece work, the payment must be at least the minimum wage, based on a 48-hour working week or national legal working hours limit whichever is lower. In countries where the minimum wage is not adjusted yearly or regulated in a CBA, it is adjusted yearly for inflation based on the national inflation rate.
5.3.5	Deductions from wages are permitted only if provided by applicable law or CBA. Voluntary wage deductions such as advance payments, union membership, or loans can only be made with written or verbal consent from the worker. Wage deductions as a disciplinary measure are not allowed. Deductions for work related to tools, equipment, or gear are not allowed unless those are permitted by law. In-kind benefits must be in accordance with national law, however, they cannot exceed 30% of the total remuneration.
5.3.6	Workers are paid regularly at scheduled intervals agreed both by the worker and the employer, but must be at least monthly. Records are maintained, per worker, of hours worked (regular and overtime) and/or volume produced (if applicable), calculation of wages and deductions, and wages paid. Workers are provided pay slips with each payment containing this information.

5.3 WAGES AND CONTRACTS	
5.3.8	Work of equal value is remunerated with equal pay without <u>discrimination</u> e.g. on <u>gender</u> or type of <u>worker</u>, ethnicity, age, color, religion, political opinion, nationality, social origin or others.
5.3.9	If <u>labor providers</u> are used, management has a written contract and documented oversight mechanisms in place ensuring that the labor provider is: • Licensed or certified by the competent national authority, if applicable • Compliant with applicable legal requirements • Not engaged in fraudulent or coercive recruiting practices • Compliant with applicable worker related requirements 5.3 and 5.5 of this standard All <u>recruitment fees</u> are paid by the management, not by <u>workers</u>.

5.5 WORKING CONDITIONS

5.5.1	Workers do not work more than eight regular working hours per day and 48 regular working hours per week. In addition, workers have at least a 30-minute break after a maximum of six consecutive hours of work and are granted at least one full day of rest after a maximum of six consecutive days of work. The regular work hours of guards do not exceed 56 hours per week on average per year. **ILO Convention, Hours of Work (Industry) Convention, 1919 (No. 1)** **ILO Convention, Hours of Work (Commerce and Offices) Convention, 1930 (No. 30)**
5.5.2	Overtime work is voluntary and only permitted if: a) It is requested in a timely manner b) It is paid according to national law or CBA, whichever is higher. If there is no law or CBA, it is paid at least 1,5 times the regular wage level. c) The overtime work does not impose an increased health and safety risk. Incident rates during overtime periods are monitored and overtime is reduced, if accident rates are higher during overtime work periods than during periods of regular work hours. d) Workers have safe transport home after work* e) The total working week does not exceed 60 hours per week. Exceptional circumstances only applicable for farms: see h) f) Workers have at least a 30-minute break after maximum six consecutive hours of work and have a minimum of 10 consecutive hours of rest per 24-hour period g) A record of the number of regular hours and overtime hours of each worker is kept* h) Applicable only to tea, coffee, bananas, fresh fruits, flowers farms: in exceptional circumstances, where there is a risk of losing harvest due to e.g. overproduction, damage to infrastructure, for a maximum period of 12 weeks per year, the overtime may be up to 24 hours total per week, and workers may work a maximum of 21 consecutive days. *in groups of small farms, this is not applicable to group member workers **ILO Convention, Hours of Work (Industry) Convention, 1919 (No. 1)** **ILO Convention, Hours of Work (Commerce and Offices) Convention, 1930 (No. 30)** **ILO Code of Practice on Safety and Health in Agriculture, 2010** **International Labor Conference, 107th Session, General Study concerning instruments on working time, 2018**
5.5.3	Pregnant permanent workers are entitled to paid maternity leave in accordance with applicable law. In absence of applicable law, workers receive paid maternity leave of at least 12 weeks, of which at least six weeks being taken after birth. They receive maternity rights and benefits. They can return to their job after maternity leave on the same terms and conditions and without discrimination, loss of seniority or deduction of wages. Workers who are pregnant, nursing, or have recently given birth are offered flexible working schedules and work site arrangements. Breastfeeding women have two additional 30-minute breaks per day and a space for breastfeeding to nurture the child. This nursing space must be: • Functional for expressing milk (at a minimum, has a chair and a flat surface for pumping equipment, if needed) • Shielded from view • Free from intrusion by the public and co-workers • Available whenever a mother needs to pump or express milk • Not a toilet **ILO Convention, Maternity Protection Convention, 1952 (No. 183)**

5.6 HEALTH AND SAFETY

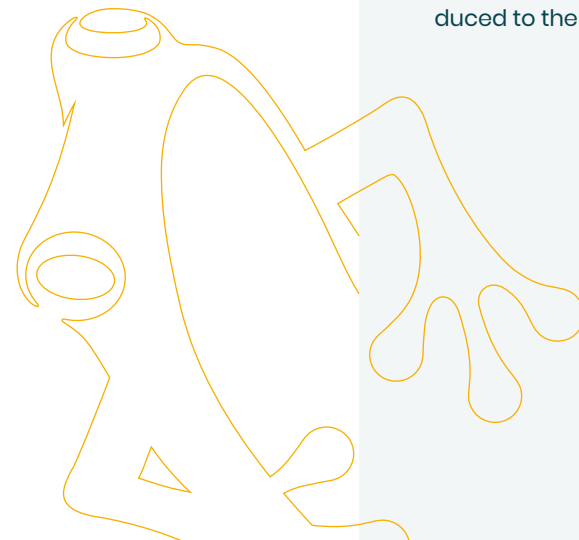|	
5.6.1	A competent professional conducts an analysis of the occupational health and safety risks. Corresponding health and safety measures are included in the management plan and implemented, considering at least the following; • Risk analysis • Compliance with regulations • Training of workers • Procedures and equipment to ensure health and safety The number and type of occupational health and safety incidents are recorded (specified for men and women) and include incidents related to agrochemical use. For groups of small farms this is done for their own facilities. **ILO Convention, Occupational Safety and Health Convention, 1981 (No. 155)**
5.6.2	First aid boxes are available to workers for the treatment of work-related injuries, and emergency health care is provided free of charge including transport to and treatment in a hospital. The boxes are placed at the central locations of production, processing, and maintenance sites. For an emergency, appropriate measures, including showers and eyewashes, are present at the relevant locations. Trained first aid employees are present during working hours. The workers are informed where and to who they should go to for first aid in case of an emergency.
5.6.4	Workers have access to sufficient and safe drinking water at all times through one of the following means: • A public drinking water system, or • Drinking water provided by the management, compliant with drinking water parameters as set by local law or the WHO, based on regular testing at least preceding each Rainforest Alliance certification audit and any time that water contamination risks have occurred or been identified Drinking water sources are protected and water distribution mechanisms are maintained to avoid contamination. Drinking water stored in jars and containers is protected against contamination by a lid and is replaced by fresh drinking water at least every 24 hours..
5.6.7	Sufficient, clean, and functioning toilets and handwashing stations are provided in or close by agricultural production, processing, maintenance, office sites, and workers' housing. Facilities are divided by gender in the case of 10 or more workers. Urinals are separated from toilets used by females. Safety and privacy of vulnerable groups are ensured, by at least well-lit and lockable facilities. Workers are allowed to frequent these facilities when needed.
5.6.8	Workers receive information on health topics , medical leave policies and availability of primary, maternal and reproductive health services in the community.
5.6.9	Persons that work in hazardous situations (e.g. under challenging terrains, with machines, or with hazardous materials) use appropriate Personal Protective Equipment (PPE). These persons are trained in the use of the PPE and have access to the PPE free of charge.

5.6 HEALTH AND SAFETY

5.6.10	All tools used by the workers are in good working condition. Machines have clear instructions on safe usage that can be understood by the workers, and dangerous parts are guarded or encased. Workers using such machines are appropriately trained, and if required by law, workers operating machinery have the applicable licenses. Machinery and other equipment are stored safely when not in use.
5.6.11	Female workers who are pregnant, nursing, or have recently given birth are not assigned to activities that pose a risk to the woman's, unborn child's, or infant's health. In cases of job reassignment, there is no reduction in remuneration. No pregnancy tests are requested.
5.6.12	Workers may leave situations with imminent danger without seeking employer's permission and without being penalized.
5.6.13	Workshops, storage areas, and processing facilities are safe, clean, with sufficient light and ventilation. A clear and written accident and emergency procedure is in place. It includes marked fire exits, evacuation maps, at least one emergency drill per year. Management informs workers about this procedure. There is firefighting equipment and equipment to remediate spillage of materials. Workers are trained on how to use this equipment. Only authorized personnel have access to workshops, storage, or processing facilities.
5.6.14	Workers in workshops, storage and processing facilities have clean and safe eating spaces that provide protection against sun and rain. Workers in the field can have their meal protected from sun and rain.
5.6.15	Workers receive basic training on occupational health, safety, and hygiene and related instructions are visibly displayed at central locations.
5.6.16	Workers who regularly handle hazardous agrochemicals receive a medical examination at least once a year. In case of regular exposure to organophosphates or carbamate pesticides, the examination includes cholinesterase testing. Workers have access to the results of their medical examination.

CHAPTER 6
ENVIRONMENT

Agricultural activities can have positive or negative effects on the natural environment, depending on how they are managed. The environmental chapter outlines pathways for certified organizations to have a positive impact on the planet. As there are environmental risks beyond just the scope of the farm, requirements apply also to supply chain actors that are identified as presenting a high risk for certain environmental topics, wastewater management as of now. Once again, the Rainforest Alliance recognizes that certification fits into a larger picture of landscape conservation, where multiple strategies are needed to create lasting impact for biodiversity and planet. The content of this chapter is the starting point from which certified organizations can support this goal. With a longer time-frame in mind, other relevant environmental topics will be gradually introduced to the supply chain requirements.

6.6 WASTEWATER MANAGEMENT

6.6.1	Tests for processing wastewater are conducted at all discharge points during the representative period(s) of operation, and results are documented. For farm groups, this is done at all group-managed (collective) processing facilities and at a representative sample of member processing operations including the different types of treatment systems. Wastewater from processing operations discharged into aquatic ecosystems meets legal wastewater quality parameters. In absence of these, it meets the wastewater parameters. Wastewater from processing operations may not be mixed with clean water to meet the parameters.
6.6.2	Human sewage, sludge, and sewage water is not used for production and/or processing activities. Sewage is not discharged into aquatic ecosystems unless it has been treated. Not applicable to small farms: Treated discharge is demonstrated to meet legal wastewater quality parameters or, in the absence of these, the wastewater parameters.
6.6.3	Wastewater from processing operations is not applied to land unless it has undergone treatment to remove particulates and toxins. If treated wastewater is used for irrigation, in addition to the wastewater parameters, it must comply with the wastewater parameters for irrigation.