

PROGRAM ENROLMENT FORM CERTIFICATION TO THE CANADAGAP¹ FOOD SAFETY PROGRAM

Please return this completed form by mail:

CanadaGAP® Program 245 Menten Place, Suite 312, Ottawa, ON K2H 9E8

A. Contact Information (Please Print Clearly in Capital Letters or Type)

Legal O	perating	Name (for use	on certificate):				
			e for the Operation esale operator, broker				
Langua	ge of Co	rrespondence:	English	☐ French			
Mailing	& Billing	Address (or Ce	entral Address of G	roup if applying	g under Op	otion B):	
Street:							
City/Tov	wn/Munio	cipality					
Tel:	()		Cell: ()		-
Fax:	()		Email:			
Food Sa	afety Co	ntact Person (if	different from abov	/e):			
Tel:	()		Cell: ()		
Fax:	()	-	Email:			
Address (e.g., m Addition	s for use ain farm	yard / packingho	e. This must be the ouse / storage buil d on certificate:	ding / field whe	ere structur	re or well is	s located):
_		•	ot seeking Canada	aGAP Certificat	tion for the	following a	activities:
 For husle eat For procon a the (For seal 	minima king, cho preparat production ducts or on comme Canada(repackin ed conta	or processing a spping, combining to the training or significant of the process o	activities [e.g., peng/mixing ingrediensformation of who torage of sprouts, is ide the scope of the all in Canada (e.g. or a list of commodor brokerage of freally processed fruit	eling, slicing, sonts, juicing, modele fruits and venuts, mushroon he CanadaGAF, citrus, tropicalities that ARE of sh sprouts, frests and vegetab	shredding, odified atm egetables] ns, spices of program all fruits and covered by the fruit and les	coring, goosphere parameters of the control of the control of the control of the coring of the corin	rinding, shelling, acking, ready-to- nerbs, processed crops not grown es, etc.)] Refer to am.
FOR C	PFICE (USE ONLY		Арј	olication #		
Form t	ransmitte	ed to CB (date):		Enrolm	ent receiv	red	

C. Certification Option (See www.canadagap.ca for further information.)

Payment must be included with your application.	. Please make cheques payable to CanAgPlus
(GST/HST Registration #851418533RT0001)	

Choose (✓) one of the certification options below: All fees are payable in Canadian dollars.					
Option A1: Four-year Audit Cycle (fixed) with Self-Assessment & random audit	* TAX				
component	Please add applicable				
Option A2: Four-year Audit Cycle (variable) with Self-Assessment & random audit	tax				
Component					
◆ \$750 + TAX* Annual Program Fee	Tax rate by province				
◆ Add \$50 (FVGC Charge) [#]	of residence:				
Option B: Group Certification - complete additional information below	NB, PE & NL: 15%				
	·				
◆ Add \$50 (FVGC Charge) [#] per Group Member	NS – 14% ON – 13%				
Option C: Annual Audit (GFSI–recognized)					
 Option E: Annual Audit (non-GFSI-recognised option available from 01 April 2022) \$350 + TAX* Annual Program Fee Add \$50 (FVGC Charge)[#] 	All others – 5%				
Add \$50 (FVGC Charge)					
Option D – Repacking / Wholesale – Annual Audit (GFSI-recognized)					
[If combining options (i.e., options C and D), pay only the Option D fee]					
Option F – Repacking / Wholesale / Brokerage – Annual Audit (non-GFSI-					
recognised option available from 01 April 2022)					
[If combining options (i.e., options E and F), pay only the Option F fee] ◆ \$1,000 + TAX* Annual Program Fee					
6					
There will be an additional charge of \$75 per site for multi-site certification (any option except B)					
* Note: FVGC Charge of \$50 as determined by members of the Fruit & Vegetable Growers of Canada. Supports FVGC's activities for Canada's horticultural sector. Payable annually and cannot be refunded or applied as a credit under any circumstances.					
D. GROUP APPLICANTS (FOR OPTION B ONLY)					
Number of members in Group:					
Attach complete list of Group members including any central sites. Indi operating name, address and scope of activity (e.g., crops and processes – packing, storage, etc.) for each group member.					
Number of Central Sites (Group Storages, Cooperative Packinghouses, etc.):					
 Annual Program Fee: \$4,000 + TAX* for first 25 group members. ◆ Add \$800 + TAX* for each additional 25 group members. ◆ Add \$50 (FVGC Charge)# per Group Member. 					
Total enclosed: \$					

IMPORTANT NOTE: Audit costs are NOT included in the Annual Program Fee.

All audit fees are billed separately by the Certification Body, including base audit rate, additional audit hours on-site, corrective actions follow-up, and auditor travel expenses. For more information on Certification Body rates, please contact the Certification Body directly or visit our website at: www.canadagap.ca

E. (Cert	tifica	tion	Body

							
Choose (✓) one o	f the ce	rtification b	odies belo	ow:			
Bureau	de norm	alisation du	Québec –	BNQ (Tel: 1-41	8-652-2238	; 1-844-474-0	6367)
Control	Union C	anada Inc (Tel: 1-604-	988-8484)			
MSVS ((Tel: 1-77	' 8-683-5044)					
NSF Ca	anada Aç	g (Tel: 1-866	6-834-2516	; 1-519-821-124	16)		
	rtification	a Sarvicas (Canada I td	(Tel: 1-519-318	2 9214)		
				Qualiterra inc. (•	'9-0540 ext. 8	769)
F. Preferred date for your audit:MM /DD /YYYYNote that the audit may not happen on the preferred audit date as it depends upon a number of factors such as timing of activity, availability of auditor etc.							
G. Food Safety	Manual(s) – Which	CanadaGA	P Manual are y	ou using?		
Manual							
☐ Fruits and Vege							
☐ Greenhouse Pr							
☐ Other (own mar	านal/prog	gram) – <i>spe</i>	cify:				
H. Information a	bout th	e operation)				_
Option A1, A2, B,	C, E:						
Information about crops and activities – list all products included within the scope of your certification. (Attach additional pages if required). Check all that apply.							
1 :- 4 4 b - 4 ; 4 - 0		Indicate	your activit	ies:	This	s product will	go to:
List the fruits & vegetables you wish to include on your certificate:	Grow (✔)	Store harvested product (✓)	Pack (Primary) (✔)	Other (specify: e.g., icing facility) (✔)	Fresh mar (e.g., reta food servi farm stand)(•	ail, ce, Proces: (✔)	· .
O-4: D- D	/ \\/	-11	. O., 4: F.	D / \4	///-/	D	
Option D: Repacki			•	<u> </u>			! . ! II
Information about acti processed products)			vegetables	excluaing sprout	s, nermeticai	iy sealed or m	inimaliy
Certificate scope:	Indicate your activities: (market ready packaging)			This product will go to:			
Fresh fruit and	Repack Wholesale		Brokerage	Retail	Food	Export	
vegetables	(•))	(~)	(✓) Option F	(✔)	service (✓)	(✔)
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	n n==:-!	اعتاده والمراد	ن عاد ما ما ما ما	different food o	fah	. T V	
Was your operation of the last was the last	cate the	name of the	e program:				J No Never

I. Declaration and Agreement

The Person Responsible for the operation hereby applies for certification of the above named operation as meeting the program requirements as set out in the CanadaGAP Manual(s). The Person Responsible is the authorized contact for this operation, unless a Food Safety Contact Person is named on page one. If a Food Safety Contact Person is named on page one, the Person Responsible hereby designates the Food Safety Contact Person as an authorized contact for this operation. The undersigned understands and hereby agrees and declares that:

- 1. A program fee is payable annually to *CanAgPlus*, the owner of the CanadaGAP Program. Invoices are issued annually, on the anniversary of enrolment, to the authorized contact and payment terms are net 30 days. Action will be taken to decertify the operation if annual program fees are in arrears.
- 2. Records of food safety-related activities within the operation have been completed and are available in either English or French. At least three (3) months of records are available for the auditor to review.
- Certification may be withdrawn for cause by the certification body, including for non-payment of CanadaGAP annual program fees.
- 4. The authorized contact may voluntarily terminate their participation from the Program without cause. The authorized contact <u>must inform</u> CanadaGAP **directly in writing** of any change in status (e.g., failed audit, withdrawal or suspension of certification, delay in certification, crop failure, etc.). Refunds or credits <u>must be requested in writing</u> by the authorized contact.
 - **Refunds**: Should the operation terminate their participation from the program (e.g., after a failed audit), upon request the Annual Program Fee is refundable to the authorized contact less a \$100 processing fee, provided a written request (email or mail) is received within 9 months from the date of receipt of payment. Please note in that case, your membership in the corporation that operates the CanadaGAP Program (CanAgPlus) will be revoked effective immediately. That is, your operation will not be considered a CanAgPlus member in good standing and will forfeit all member rights (including to participate and vote in the annual general meeting, elect directors, etc.).
 - Credits: Alternatively, should an operation decide to postpone certification, upon request the Annual Program Fee can be carried forward as a credit for one year. Please note in that case, your membership in the corporation that operates the CanadaGAP Program (CanAgPlus) will be suspended for the current year and will resume in the subsequent year. That is, for the current year, your operation will forfeit all member rights (including to participate and vote in the CanAgPlus annual general meeting, elect directors, etc.). Full membership status will be restored the following year, when the Annual Program Fee is applied.
- 5. The operation may change the CanadaGAP Certification Option it has selected. Notification must be provided by the authorized contact to the CanadaGAP Program in writing, using the *Change of Status* form available at www.canadagap.ca at least 15 business days before the scheduled audit date. A request for change in certification received after an audit will be considered as received for the next year's audit.
- 6. The CanadaGAP Manual(s) will be revised as required and operational practices should reflect such revisions. It is the responsibility of the certified operation to check for updates and effective dates on the CanadaGAP web site (www.canadagap.ca) or by contacting the CanadaGAP office.
- 7. Certification carries the responsibility for the authorized contact of the operation to:
 - a. Maintain the food safety system in compliance with the CanadaGAP Manual(s);
 - b. Participate in scheduled, unannounced, triggered and random audits and respond to non-conformances as required;
 - c. To maintain certification, companies enrolled in option A1 or A2 agree to: (a) participate in the random audit program, and (b) provide the certification body at least 30 days before the certificate expiry date a completed self-declaration and self-assessment checklist each year the company is not scheduled for an audit or selected for a random audit.

- d. Inform the CanadaGAP Program in a timely manner, in writing, using the *Change of Status* form, of changes in: ownership, contact information, activities and crops included in certification, certification option, certification body, and other changes in status:
- e. Inform the Certification Body of any food safety prosecution, significant regulatory food safety incident (including investigation of a potential breach of deficiency) or nonconformity, or any product recall related to food safety.
- f. Respect the restrictions related to the use and control of the certification. The operation and its authorized contact agree to comply with all terms governing the use of the CanadaGAP, certification body and program logos and certification marks. The list of "Do's and Don'ts" is available from the certification body, the CanadaGAP website (www.canadagap.ca) or the CanadaGAP office.
- g. Ensure the certificate is current, including initiating contact with the certification body prior to certificate expiry (e.g., to schedule the next audit, return the completed self-assessment, request an extension, etc.).
- 8. The CanadaGAP Program acknowledges that any data captured is the property of the operation. However, the operation and its authorized contact agree to allow the CanadaGAP Program unrestricted use of the data for analysis and reporting purposes as required to maintain recognition and establish industry standards, including sharing data as required with the Global Food Safety Initiative (GFSI). The operation and its authorized contact also agree to allow CanadaGAP representative(s) to visit the operation as may be required (e.g., to accompany an audit or inspection, to follow up on a complaint, etc.). For a copy of CanadaGAP's Privacy Policy contact the CanadaGAP office.
- 9. CanAgPlus will use reasonable efforts to maintain the confidentiality of any data provided by the operation to CanAgPlus and will implement information security practices consistent with industry standards in the protection of such data. However, the operation and its authorized contact acknowledge that there are inherent risks in the transmission and storage of data, including those arising from unauthorized access by third parties.
- 10. The operation and its authorized contact agree that the audit and any related services provided under the CanadaGAP Program are not to be construed as insurance, or as a covenant, guarantee, warranty, or promise of any kind that the operation is in compliance with any legal guidelines or requirements. The CanadaGAP Program and CanAgPlus disclaim any liability or responsibility regarding the practices and operations of the program participant, and bear no responsibility or liability for whether the operation and/or its authorized contact carry out the recommendations contained in the audit, which in addition may or may not lead to any type of recognition and/or certification.
- 11. The operation and its authorized contact shall indemnify and hold the CanadaGAP Program and CanAgPlus harmless from and against any and all claims, demands, liabilities, obligations and legal fees or costs brought by any third parties, arising out of or related to participation in the CanadaGAP Program or by failure of the operation and/or its authorized contact to act in accordance with any of the legal requirements mentioned herein
- 12. In no event shall CanAgPlus aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort, or otherwise, exceed the total amount paid to CanAgPlus under this agreement. The foregoing limitations shall apply even if any remedies for the operation and its authorized contact under this agreement fail of their essential purpose.
- 13. CanAgPlus shall not be liable for indirect, incidental or consequential damages suffered by the operation, or for punitive damages, with respect to any term or the subject matter of this agreement. This limitation applies to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, fraud, misrepresentation and other torts.
- 14. The operation and its authorized contact are hereby informed that the CanadaGAP Program requires the assigned auditor to declare to the Certification Body any potential conflict of interest and/or threat to impartiality related to assigned audits, including cases where the auditor is involved with production and/or handling of the same horticultural crops as those included in the scope of the assigned audit.

The authorized contact has the right to refuse the assigned auditor, with reason. In the event that the assigned auditor is refused, the operation and its authorized contact are hereby advised that the next closest available auditor will be assigned to perform the audit, and that any extra associated auditor travel costs will apply. The authorized contact also acknowledges that refusal of an assigned auditor is subject to all applicable clauses of the operation's auditing agreement with the Certification Body, including but not limited to the terms and conditions related to cancellations, service requests and auditor travel costs.

- 15. The FVGC Charge of \$50 collected annually by CanadaGAP for the Fruit & Vegetable Growers of Canada cannot be refunded or applied as a credit under any circumstances. It is due annually for the duration of operation's enrolment in CanadaGAP, regardless of certification status.
- 16. The authorized contact agrees that the operation will abide by the clauses above for the duration of its enrolment in the CanadaGAP Program.

Signature:		Date:	
-	(Person Responsible for the Operation)	_	



Application for Membership in CanAgPlus

Please note:

When you enroll for CanadaGAP certification, you must also apply for membership in CanAgPlus by completing and signing this form.

- CanAgPlus, the corporation that operates the CanadaGAP Program, has structured its membership such that organizations enrolling for CanadaGAP certification will be members.
- There is no additional membership fee for CanAgPlus, provided you have paid your annual program fee for participation in CanadaGAP.
- All CanadaGAP Program participants in good standing (i.e., with annual program fees paid for the current year and not in arrears) are members of CanAgPlus whether certified or not.
- 1. By enrolling in CanadaGAP¹ and applying to become a member of CanAgPlus, the applicant hereby:
 - (a) agrees to further the purposes of CanAgPlus;
 - (b) agrees with the provisions in the articles, by-laws and policies of CanAgPlus; and
 - (c) agrees to be enrolled in at least one Class I program offered by CanAgPlus.
- 2. The applicant acknowledges that failure to meet all of the following will result in its membership status not being in good standing and thereby will lose all membership rights as provided in the by-laws of CanAgPlus:
 - (a) furthers the purposes of CanAgPlus;
 - (b) respects and submits to the procedures of CanAgPlus;
 - (c) continues to meet all of the above qualification requirements;
 - (d) pays in full and not be in arrears of program fees and other assessments determined by the Board of Directors of CanAgPlus from time to time; and
 - (e) meets such additional requirements as set out in CanAgPlus policies from time to time.
- The applicant acknowledges that he/she/it has been advised that a copy of the articles and by-laws of CanAgPlus are available on request.

 Signature:
 Date:

Contact 612 920 4711 if you have guestions. Thank you for your annulment: anguit is presented by	
Contact 613-829-4711 if you have questions. Thank you for your enrolment; once it is processed by CanadaGAP, you will be contacted directly by your selected certification body.	,
Contact Information (ONLY if different from the Person Responsible for the Operation): Name:	
Address:	
City/Town/Municipality:	
Province: Postal Code:	
Cell: () Email:	

¹ CanadaGAP[®] is an operating name of CanAgPlus, a Canadian not-for-profit (Corporation Number 822397-1)