

# Good Environmental Choice Australia

# **Certification Scheme Rules**

Version 17

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Issued by:

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## Section 1 Overview of GECA Scheme Rules

#### 1.1 Scope of Scheme Rules

The Good Environmental Choice Australia Scheme is managed by Good Environmental Choice Australia (GECA). The GECA Scheme contains the requirements for bodies and individuals seeking to assess applicant and licensee products, and to provide assurance that they meet the relevant GECA certification standards as published by GECA. The scheme is a "product certification scheme"; it assumes alignment with ISO/IEC 17065:2012 ("Conformity Assessment – Requirements for bodies certifying products, processes and services") and other mandatory documents (see below) in addition to the requirements in this document and its appendices.

These Scheme Rules provide requirements for appropriate use of the scheme and are applicable to: GECA, third-party assurance providers and suppliers or manufacturers of products wishing to be certified under the GECA Scheme.

Assurance providers are to comply with this version of the Scheme Rules no later than 29 April 2019 with the exception of all new and applicant assurance providers who should immediately seek to comply. Conformance will be verified at the next scheduled GECA Training and/or assessment by GECA Independent Appointment Panel. Assurance providers are required to provide GECA's Independent Appointment Panel with a declaration of conformance along with a copy of their revised internal GECA scheme procedure by the date above. Thereafter further assessment of implementation will be conducted at the next scheduled office assessment. Following publishing of these Scheme Rules all new applicant assurance providers are required to demonstrate conformance to this version.

#### 1.2 Scheme Rules Background

GECA, in consultation with assurance providers and other stakeholders, has developed the GECA Scheme Rules, which are applicable to GECA, assurance providers and those wishing to have their products certified under the GECA Scheme.

The GECA Scheme Rules are based on the internationally recognised documents listed below, and utilise internationally recognised certification and accreditation infrastructure, thereby maximising reliability, integrity, credibility and confidence.

Normative Requirements:

- ISO 14024 Environmental Labels and declarations- type 1
- ISO/IEC 17065:2012 Conformity Assessment Requirements for Bodies Operating Product Certification Systems
- ISEAL Assurance Code Version 2.0

Informative Requirements:

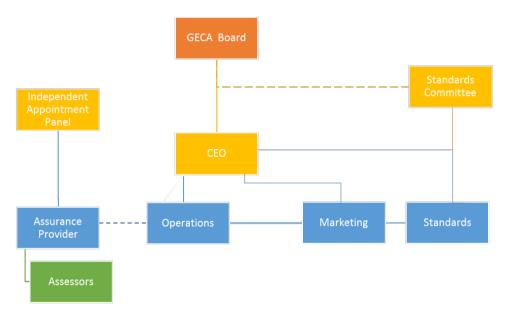
- ISO/IEC TR 17026:2015 Conformity Assessment Example of a Certification Scheme for tangible Products
- ISO/IEC 17067:2015– Conformity Assessment Fundamentals of Product Certification and Guidelines for Product Certification Schemes
- ISO/IEC 17000 Conformity Assessment Vocabulary and General Principles



- ISO/IEC 14021 Environmental Labels and Declarations Self-Declared Environmental claims – Type II Environmental Labelling
- ISEAL Alliance (2014) Setting Social and Environmental Standards: ISEAL Code of Good Practice v6.0
- ISEAL Alliance (2012) Assuring Compliance with Social and Environmental Standards: Code of Good Practice v1.0

GECA has responsibility for the management of the GECA Scheme, including these Scheme Rules. As part of the effective management of the Scheme and to maintain the integrity of certification, GECA requires that all assurance providers operating under these Scheme Rules participate in regular training provided by GECA and undergo assessment by GECA's Independent Appointment Panel.

Assurance providers have responsibility for determining whether an applicant's product conforms to the relevant GECA Standard. This includes the initial process of assessing conformance in the Conformance Assessment (CA), as well as performing regular reaudits to verify that a product continues to conform to a GECA Standard. GECA standards are developed in accordance with its <u>Standard Development Guidelines</u>.



The assurance model is as shown below:

GECA's contact details are available in Appendix 11.





#### 2.1 Abbreviations

The table below sets out the abbreviations used in this document.

ANZSIC	Australian and New Zealand Standard Industrial Classification
CAP	Conformance Assessment Plan
CDC	Centres for Disease Control and Prevention (USA)
Exemplar Global	Previously, Registrar Accreditation Board and Quality Society of Australasia
GECA	Good Environmental Choice Australia
GEN	Global Ecolabelling Network
GENICES	Global Ecolabelling Network's Internationally Coordinated Ecolabelling System
IARC	International Agency for Research on Cancer
IEC	International Electro Technical Commission
ISEAL	International Social and Environmental Accreditation and Labelling Alliance
ISO	International Organisation for Standardisation
MOU	Memorandum of Understanding
NAICS	North American Industry Classification System
NATA	National Association of Testing Authorities
NICNAS	National Industrial Chemicals Notification and Assessment Scheme
NOHSC	National Occupational Health and Safety Commission (Australia)
OSHA	Occupational Health and Safety Administration (USA)

#### a. Definitions, Documents and Processes

#### 2.1.1 Definitions

The terms and definitions given in ISO/IEC 17000 :2004 apply to these Scheme Rules. Additional terms specific to these Scheme Rules are as follows:

- **Applicant** A supplier or manufacturer of products or a supplier of services seeking GECA Certification for its goods or services.
- **Assessment** Process performed by the assessor to determine if the product conforms with the applicable GECA Standard.
- **Assessor** the individual performing the assessment as an employee or contractor of the Assurance Provider.
- Assurance Provider Person or organisation accredited by the Independent Appointment Panel performing the conformance assessment as defined by these scheme rules and as per guidance provided by ISO IEC 17065 and the ISEAL Assurance Code.



- Assurance System The system through which assurance and certification occurs, including but not limited to the Scheme Rules, committees, panels, technology platforms and data.
- Certification Process The first two steps of the process consist of conformance assessment and licensing. Successful completion of these steps results in a product being GECA Certified, subject to clause 4.1.1 of these scheme rules. The third step of the process is re-audit, which is required to maintain certification.
- Certified A product is considered certified after it has successfully been shown to meet the specified requirements of a GECA Standard, a Certificate of Conformance has been issued by an assurance provider for the applicant to GECA, and GECA has issued a licence. Then the product may be called 'GECA Certified'.
- Conforming Applicant An applicant who has completed the certification process and has been issued a Certificate of Conformance but has not completed the licensing process. A Conforming Applicant cannot make claims of 'licensee' status nor similar claims.
- Exception An exception is granted when an applicant is given permission by the GECA CEO or Board to become certified despite not meeting a particular criterion in the standard as identified during the assessment process, usually with a mandatory transition period.
- **Exemption** An exemption is granted by the assurance provider where a requirement is not applicable to an applicant or a particular product.
- **Extension** An extension occurs when a licensee has the expiry date of their certificate extended by the GECA CEO or Board as agreed by the assurance provider and an extended certificate of conformance is granted.
- **Gap Analysis** A comparison between the GECA standard and another ecolabel which has been obtained elsewhere by an Applicant
- GECA Certified See 'Certified'.
- **GECA Ecolabel** Common term for the Good Environmental Choice Australia Ecolabel.
- **GECA Licence** The GECA Licence demonstrates that a product is GECA Certified and allows the licensee to display the GECA Ecolabel.
- GECA Licensing The licence is issued from GECA to an applicant for a product or products that have been shown to conform to GECA standards by an approved assessor and assurance provider, the applicant agrees to the terms in the GECA Licensing Agreement and has paid all required fees. Also called licensing.
- **GECA Mark** Alternative term for GECA Ecolabel.
- **GECA Standard** —Standard created by GECA for a specific product or service that seeks to define 'best practice and above' using measurable benchmarks.
- GENICES Assessor A GENICES member, contracted by GECA or an approved assurance provider to perform all or part of the certification process, engaged on an applicant by applicant basis. GENICES assessors must follow the same guidelines in these Scheme Rules as assurance providers
- Good Environmental Choice Australia Ecolabel The trademarked, official logo used to denote GECA certified products. Referred to as the 'GECA Ecolabel'. Also referred to as 'Good Environmental Choice Australia Ecolabel' (formal, less frequently used) or 'GECA Mark'
- Licensee A supplier or manufacturer of products or supplier of services that has successfully applied for and been awarded a GECA Licence, issued in their own company name.



- Market Surveillance refers to post-market surveillance where a product in the market is selected for testing during the certification cycle to ensure it remains compliant with the GECA Standard.
- Manufacturer a manufacturer of a product
- Non-conformance Any deviation from specified GECA Standards. Additional guidance to Assessors and assurance provider on non-conformance is provided in Appendix 3.
- **Product** The term 'product' is used in these Scheme Rules in its widest sense to include goods, services and processes.
- **Scheme** The framework, including the processes, by which products become GECA Certified.
- Scheme Rules The rules governing how GECA, Assurance providers, applicants and licensees operate under the GECA Scheme.
- **Supplier** A provider of a product and/or service.
- Sustainability Refers to best practice in minimising social, environmental and health impacts
- **Re-certification** The subsequent rounds of certification following initial certification which ensure ongoing conformance to the GECA Standard.
- Technical expert A recognised expert with the appropriate experience and competence engaged by the assurance provider or GECA as needed.
- Third-party scheme A scheme where the standards writing and certification process are separated from each other and from the product or service and supplier/applicant.
- Timely information/Timely manner Unless otherwise stated, timely information should be provided within 5 business days to the relevant party. In general, all requirements to provide information are measured in business days.
- Unannounced Re-Certification Assessment An assessment outside of the usual conformance assessment and re-certification cycle, randomly assigned to a product and initiated by GECA. The licensee is given 5 working days warning prior to the Unannounced Re-Certification process taking place.

2.1.2 Documents

- GECA Info Pack Written information provided to potential applicants that describes the GECA certification process, the benefits and obligations associated with obtaining a GECA Licence.
- Good Environmental Choice Australia Licence Also known as a GECA Licence or GECA Licence Certificate; this is the document issued by GECA to conforming applicants with products that have successfully completed a CA, agreed to the terms of GECA licencing and paid all fees. The GECA licence demonstrates that a product is GECA certified and allows the licensee to display the Good Environmental Choice Australia Ecolabel in accordance with the GECA Brand Guidelines.
- Licence Agreement A contract issued to the licensee with terms and conditions for maintaining a GECA licence, this is required to be signed in the beginning of the certification process.
- Assessment Report Full document composed by the assurance provider that states how the nominated product conforms or fails to conform to GECA standards. This report shall include appropriate and substantial evidence to justify conformance decision.
- **Conformance Assessment Plan** Plan composed by the assurance provider to evaluate whether the applicant's product conforms to GECA Standards.



- Certificate of Conformance A document issued by an assurance provider confirming that product/s meet the specified requirements of the relevant GECA standard.
- GECA Quote Request and Application Form found in the GECA Info Pack and on the GECA website. The completed form is provided by the applicant to GECA and an application fee to GECA is paid on acceptance of a quote from an assurance provider.
- Turnover Declaration Form Form filled out by applicants or licensees indicating bracket for estimated or actual annual product revenues. Revenues indicated are used to calculate annual licensing fees. The product Turnover Declaration Form is only to be issued by GECA and is to be returned only to GECA. The turnover information provided remains confidential between GECA and the applicant.
- Brand Guidelines Document that details the rules governing use of the GECA Brand, including logo and references to certification.

# Section 3 Overview of Good Environmental Choice Australia Scheme

The Good Environmental Choice Australia Scheme is managed by Good Environmental Choice Australia (GECA). GECA is a not for profit business established to transform the actions of businesses and consumers to drive a substantial increase in the sustainability of consumption and production. One-way GECA achieves this is via developing ecolabelling standards and licensing products against these standards, to allow consumers to choose more sustainable products.

The GECA Scheme is used to indicate to consumers the preferable sustainability performance of a product (or service or process) from a whole of product life perspective. Through the use of the Good Environmental Choice Australia Ecolabel (also known as the 'GECA Ecolabel'), the GECA Scheme provides confidence and certainty to regulatory authorities and the market about a product's sustainability performance. The GECA Ecolabel can be used on products that conform to one or more of GECA's environmental standards. GECA standards seek to define best practice using measurable benchmarks. Where possible, benchmarks in criteria are based on the available peer reviewed scientific literature and confirmed through stakeholder engagement.

The objectives of the GECA Scheme are to:

- Offer incentives for product suppliers to increase the sustainability of products sold in Australia;
- Provide a clear, credible and independent guide to consumers wishing to consider more sustainable options in their purchasing decisions;
- Encourage and empower consumers to purchase products that are more sustainable;
- Recognise genuine moves by suppliers to address sustainability issues by reducing adverse environmental, health and social impacts of their products;
- Improve the quality of the environment and to encourage the sustainable management of resources.

The Certification Process consists of three phases: conformance assessment (CA), licensing and recertification. Products successfully completing the first two phases are said to be 'GECA Certified', subject to clause <u>4.1.1</u> of these scheme rules. Each phase is sequential and each step within each phase must be completed before commencing the next phase. This process is shown in the figure below, 'Certification Process: Overview'. Additional detail is provided in <u>Section 4 – GECA Certification Process</u>.

GECA Standards are developed in accordance with the GECA *Standards Development Guidelines*. These guidelines refer extensively to the following normative documents:

- ISO 14024: 2018 Environmental Labels and Declarations Type I Environmental Labelling – Principles and Procedures;
- ISEAL Alliance (2014) Setting Social and Environmental Standards: ISEAL Code of Good Practice v6.0; and
- ABSDO (2007) Requirements for Accreditation of Standards Development Organisations.

## Section 4 GECA Certification Process

#### Application

- Applicant inquiries about GECA certification
- GECA sends Info Pack and Relevant Standard\*
- Applicant completes Quote Request and Application Form
- GECA requests quote from one or more Assurance Providers as requested by applicant
- Applicant reviews quotes and accepts a quote
- Applicant pays Application Fee

#### Conformance Assessment

- Applicant is supplied with a Conformance Assessment Plan and submits relevant documentation
- Assessment of product/s
- Assurance Provider submits Assessment Report and Certificate of Conformance to GECA and Client, emphasising this does not deem a product "GECA Certified"

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#### **GECA Licencing**

- Applicant supplies Turnover Declaration Form
- Applicant signs Licence Agreement
- GECA issues GECA licence and fee invoice
- Turnover Form, Executive Declaration and Schedule of Changes document must be submitted by the Applicant annually as a minimum requirement, and in a timely manner as soon as able for all other significant changes to manufacturing of the product across all of the supply chain. GECA to also provide any notifications of changes to assurance providers and assurance providers to also notify GECA if aware of any changes.

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Re-Certification Assessments, Unannounced Audits and Market Surveillance

- Recertification is conducted every 36 months following the initial conformance assessment. Extensions to this period may be approved by GECA due to delays caused by standard revisions and other special conditions determined by GECA. See Appendix 2 for further details on this process.
- Unannounced Re-Certification may be requested at GECA's discretion and will be paid for in accordance with GECAs Unannounced Assessment Guidelines.

\*All standards including criteria are freely available on the GECA Website and can be found at the following link: <u>http://www.geca.org.au/standards/</u> These standards require Applicants to demonstrate environmental, health and social excellence including, but not limited to: Providing fair working conditions at all stages of production, avoiding usage of any materials listed as Hazardous by the Globally Harmonised System of Classification and providing adequate warranties/end of life procedures to ensure minimal waste.



#### 4.1.1 Application



Applicant enquires about GECA Certification and engages with GECA to determine which Standard would be most appropriate. The criteria for this standard are sent to the Applicant with the Information Pack. Applicant submits the Quote Request and Application Form to GECA. GECA requests quote from one or more assurance providers. After acceptance of quote and payment of Application Fee the certification process is initiated. The quote is based on the products and information that have been put forward by the applicant at the time of application. This quote may change if the products put to certification are different from those initially described.

GECA reserves the right to refuse, suspend or postpone an application if:

- The organisation does not meet minimum compliance with
  - o Environmental Law
  - o Labour Law
  - o Fair Pay
  - Work, Health and Safety
  - Lawful behaviour (e.g. pending or ongoing lawsuits)

(Please refer to <u>Section 4.3</u> regarding the interaction between differing laws, including international, and GECA standards)

- The organisation does not have transparent reporting that is available/accessible on request
- The core mission of the organisation and/or product conflicts with GECA's mission and/or is perceived by GECA to pose a risk to the GECA brand or reputation

#### 4.2 Conformance Assessment (CA)

The CA is performed by the assessor by assessing applicable product documentation and undertaking site audits when required as determined by the assessor and assurance provider as per the scheme rules and guidance document. Please refer to Appendix 1 for complete requirements for product assessment. Through this process it is verified that a product fulfils the requirements of the applicable GECA standard. The applicant is responsible for paying fees set by the assurance provider for conducting a CA. An Assessment Report is produced as a result of the CA and a copy of the Report is sent directly to GECA from the assurance provider on behalf of the applicant.

Certification under the GECA Scheme shall rely on the combined evidence of product conformance through evaluation and the existence and maintenance of appropriate product documentation. The method of evaluation during the CA shall be at the discretion of the Assurance Provider, with a preference given to evidence of conformance items specified in GECA standards where they are listed. CAs shall be conducted by the assessor in accordance with guidance provided in Appendix 1.

Please note that whole product ranges shall be broken down into a list of all assessed products and not listed as a range only.

Once verified that the product/s meets the requirements of the standard, an Assessment Report and Certificate of Conformance are issued by the assurance provider to the applicant or licensee if existing certificate is held and then to GECA for review before a GECA license can be issued. It is important to note here that the issuing of a COC by the assurance provider to the applicant/licensee does not automatically guarantee a GECA license and thus GECA does not accept any liability for use of the COC in lieu of a GECA license by the applicant/licensee.

#### 4.2.1 International recognition



As a member of the Global Ecolabelling Network (GEN), GECA seeks to encourage globa harmonisation and recognition. To this end:

- a. applicants for GECA certification with products that are certified against:
  - i. a standard issued or offered by a GEN Scheme that has been certified as compliant with the Global Ecolabelling Network's Internationally Coordinated Ecolabelling System (GENICES), or
  - ii. a standard issued by the EU Ecolabel, or
  - iii. a standard issued by an ecolabel program approved by the GECA Board

can use this licence certificate to demonstrate conformance to relevant equivalent criteria in a GECA Standard. Where the GECA standard has additional or more stringent criteria, compliance with these will also need to be demonstrated to the assurance provider. A gap analysis conducted by GECA will help determine those criteria required to comply with the GECA standard. GECA will undertake, in liaison with the applicant, to provide relevant GENICES and EU label documentation to the assurance provider in order to provide efficiencies in assessment against the GECA standard. The assurance provider will make the final decision on the extent to which the Assessment Report from a previous certification can be used to show compliance. It is recognised that this process is to create financial benefits for the applicant through indirect costs associated with the assessment process.

#### 4.2.2 Assessment against adopted standards

GECA may adopt a GENICES approved GEN member standard, an EU Ecolabel standard or another equivalent ecolabel standard, where it is believed to set appropriate environmental and social benchmarks. An adopted standard will be "in transition" for 12 month and then revised as per 5.1.6.

When in transition, valid certificates under the original standard will be considered demonstration of conformance towards the entire standard, provided that GECA has not changed any criteria prior to release. In this case GECA certification will be issued upon the presentation of the valid licence and payment of the GECA licence fee. Once the transition period has ended, the licensee will need to demonstrate conformance with any revised criteria.

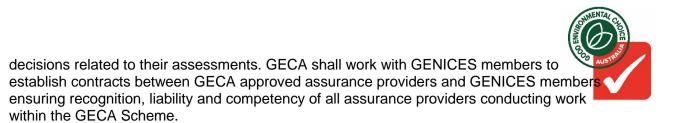
#### 4.2.3 Assessment against new and revised standards

For the first year of a revised or new standard it will be considered to be "in transition".

GECA may during this period allow exceptions or variations to criteria if it deems they were set at an inappropriate level. Following the "in transition" period GECA will, within three months, advise of any updates that may be made to the standard as a result of insights gathered over the year "in transition". Any updates will be incorporated, and the standard will be finalised. Refer to Appendix 1 for further details on this.

#### 4.2.4 Use of other assessors

An accredited assessor of a GENICES or EU Ecolabel program (see Appendix 1, "Site Audit") should, where possible, be used to assist with completing a conformance assessment. This includes undertaking a site certification (refer to A.1.2). Assurance bodies must take responsibility for ensuring the quality and integrity of all assurance activities outsourced to another body. GENICES status is considered the highest standing within the GEN Network and shall be considered as assurance of quality and integrity. When outsourcing components of the assessment, the assurance provider shall retain authority for



#### 4.2.5 Certificate of Conformance

#### 4.2.5.1 Issue of Certificates of Conformance

The assurance provider shall ensure that each Certificate of Conformance contains sufficient information to enable GECA to assess product identity. It shall include at least the following, where appropriate:

- a. The name and reference number of the specific GECA standard and standard version to which the Certificate of Conformance applies;
- b. Product name including any additional trade name(s), product numbers, and model identification; (please note a list of ranges only is not accepted)
- c. Company name and any trading name of the applicant assessed;
- d. Conditions or limitations of the recommendation for GECA certification;
- e. List of all exceptions given;
- f. Unique Certificate of Conformance number;
- g. Name of the assurance provider, assurance provider ABN and the assurance provider's mark or signature;
- h. Date of issue;
- i. Date of expiry; and

This statement: "This Certificate of Conformance is issued by a third party assurance provider. Good Environmental Choice Australia (GECA) does not in any way warrant, guarantee or represent that the product that is the subject of this Certificate of Conformance conforms to any GECA standard, nor accepts any liability arising out of the use of the product. GECA disclaims to the extent permitted by law, all liability (including negligence) for claims of losses, expenses, damages and costs arising as a result of the use of the product(s) referred to in this Certificate of Conformance."

The assurance provider may be requested to provide additional list of evidence of conformance to GECA as requested by the applicant including but not limited to the transparency of all materials utilised in the product (for example, SDS) and all test results provided and or list of other evidence of conformance. This may be used by GECA at the request of the applicant, to provide full transparency of results and ingredients within the product. It will only be disclosed by GECA at the request and signed authority of the applicant.

The assurance provider shall ensure that any supporting information required for the issuing of a Certificate of Conformance is available on request.

Certificate of Conformance shall be:

- a. Issued using the sample provided by GECA;
- b. Valid for period until recertification is due, as defined in Appendix 2, unless withdrawn or suspended;
- c. Issued by the assurance provider and forwarded directly to the applicant and to GECA;
- d. Reproduced only in their entirety.

Certificates of Conformance shall not be used in place of, or considered equivalent to, a GECA licence.

A sample Certificate of Conformance is available in Appendix 7.



#### 4.2.5.2 Suspension and Withdrawal of Certificates of Conformance

An assurance provider may terminate, reduce, suspend or withdraw certificates of conformance at any time, for:

- a. Misuse by an applicant/licensee;
- b. Breach of these GECA Scheme Rules;
- c. Breach of the conditions of a Certificate of Conformance;
- d. A product non-conformance to the applicable GECA standard after notifying the licensee of the non-conformance and allowing a reasonable amount of time for corrective actions, as described in Appendix 3;
- e. Significantly changing a characteristic of the product; or
- f. Failure to pay any fees, costs or charges associated with issuing the Certificate of Conformance.

The assurance provider shall advise the licensee and GECA in writing of the reasons for the suspension or withdrawal of the Certificate of Conformance immediately, as far as practicable, upon the suspension or withdrawal.

Assurance providers may suspend a Certificate of Conformance when a licensee has unsuccessfully addressed or failed to address a minor or major non-conformance, within the given time. The suspension can occur for a period of up to three months. After the threemonth period if the Certificate of Conformance has not been reinstated by the assurance provider, the Certificate of Conformance must be withdrawn.

A Certificate of Conformance may be reinstated after the non-conformance has been resolved and verified by the assurance provider. A Certificate of Conformance suspension does not extend the original expiration date of the certificate.

Assurance providers may withdraw a Certificate of Conformance for major nonconformances that are not resolved within the given time or if a suspension is not resolved within three months. If a Certificate of Conformance is withdrawn, the applicant must reapply for a new Certificate of Conformance following the same procedure as they would a new product.

Assurance providers are required to notify GECA immediately, as far as practicable, of a Certificate of Conformance withdrawal. GECA will, upon receipt of the withdrawal notice from the assurance provider, update the GECA website and licensee registry to indicate that the product is no longer GECA Certified and send the client a cancellation letter requiring all references to certification to be removed.

#### 4.2.5.3 Amendments to Certificates of Conformance

Requests for amendments to Certificates of Conformance shall be made by the client to the assurance provider. GECA shall be notified of any resulting changes to the Certificate of Conformance and provided with the updated certificate and report by the assurance provider.

#### 4.2.5.4 Transfer of Certificates of Conformance

A request to transfer a Certificate of Conformance from one assurance provider to another shall be conducted in accordance with the transfer guidance document. Transfers may occur through the choice of the licensee or the original assurance provider. The party choosing to

initiate the transfer is responsible for notifying GECA of any transfer and the reasons for it the event of an assurance provider voluntarily or involuntarily withdrawing from the GECA scheme, the liability for conformance decisions made prior to the exit date, remains with that assurance provider for the duration of validity associated with the issued certificate of conformance. The certificate of conformance will also remain valid for the duration till expiry and GECA will hold and honour the certificate of conformance and honour the validity of the certificate. This will be until such a time that the licensee recertifies with another assurances provider and has a new certificate of conformance or cancels the license. The exception to this rule is in the event of reasonable and confirmed concern for the ongoing validity of the products or service associated with the license which could include but not limited to:

- Concern raised and verified by GECA and trusted independent bodies as appropriate
- Consumer concern raised and verified by GECA and trusted independent bodies as appropriate
- Concern or changes to product or service raised by licensee holder by GECA and trusted independent bodies as appropriate

The certificate of conformance may be extended up to 6 months beyond the original expiry date to allow adequate time for recertification with a new assurance provider, extending the liability of the original assurance provider for a maximum of six months per certificate.

In the event that an assurance provider ceases to operate as a business, the certificates held shall be transferred to a different appointed assurance provider. The exiting assurance provider is required to provide all documentation necessary to provide assurance on the certificate to the new provider. If deemed appropriate, the certificates may be transferred to GECA. The obligations of the exiting assurance provider are the same in both cases.

#### 4.2.5.5 Issue of a temporary Certificate of Conformance

Where an existing licensee is attempting to reapply for a new certificate but there is a delay in completing re-certification beyond the control of the Applicant, or as permitted by GECA, a Certificate of Conformance may be issued by the assurance provider where all other requirements of the conformance assessment have been met. The Certificate of Conformance is valid for a maximum of 6 months, during which time the certification must be completed. The expiry date of any further certificate will be three years from the issue of the original temporary Certificate of Conformance. This does not apply to new Applicants or to those whose certificate has already expired at the time the certification commences.

The acceptable reasons for granting a temporary conformance are limited to incidences where the site is:

- Located in a specific country or area where government advice is not to visit and there is no appropriate local assessor
- Within a statutory exclusion zone that could compromise food safety or animal welfare
- In an area that has suffered natural or unnatural disaster, rendering the site unsafe or the assessor unable to visit
- Affected by conditions that do not allow access to the site or restrict travel



Assessments must be undertaken whilst products are being manufactured, however, it is not a justifiable reason to delay audits where sites are not in full production.

One month's grace, however, will be granted for all renewing licensees.

#### 4.3 Licensing

Applicants who have successfully completed the CA must complete GECA licensing. The applicant is responsible for paying fees set by GECA for product licensing.

Once the licensing is completed, a product is deemed *GECA Certified*. A GECA Licence is issued and the unique GECA licensing logo can be used by the applicant, now known as a 'GECA Licensee'. Certificates of Conformance cannot be used in any marketing collateral. Refer Appendix 7 for sample Certificate of Conformance and Appendix 9 for sample GECA Licence Certificate.

Suppliers that do not complete the CA and GECA licensing process cannot use a licensing logo or the GECA Ecolabel, cannot claim or imply to be GECA Certified, and cannot claim or imply to be in conformance to GECA Standards in any marketing, regulatory or contractual materials.

GECA Licensees must comply with relevant legislation and regulations. Corresponding relevant legislation from other jurisdictions is applicable to overseas applicants, manufacturers and suppliers (this is a requirement in the GECA Standards too). In cases where there is a conflict between GECA requirements and relevant legislation or regulations introduced by governments and agencies, national legislation overrides state legislation and state legislation overrides regulations and standards issued by GECA.

4.3.1 Suspension and Withdrawal of Licence

GECA may suspend or withdraw a Licence at any time, for:

- a. Breach of these Scheme Rules;
- b. A withdrawal of a Certificate of Conformance by the assurance provider, as referred to GECA by the assurance provider;
- c. Failure to pay any fees, costs or charges associated with issuing the licence, as described in the licensee's Licence Agreement;
- d. Failure to comply with the procedures of GECA.
- e. Failure to comply with the proper use of the GECA Ecolabel, Licence, or Certificate of Conformance, as described in these Scheme Rules, Rules Governing the use of the GECA Ecolabel, or the GECA Licence Agreement.
- f. Expiry of Certificate of Conformance.

GECA shall advise the licensee in writing of the reasons for the suspension or withdrawal of the licence immediately, as far as practicable, upon suspension or withdrawal.

GECA may suspend a licence when a licensee has unsuccessfully addressed or failed to address a major or minor nonconformance within the given time. The suspension can occur for a period of up to three months. After the three-month period if the licence has not been reinstated by GECA, the licence must be withdrawn. A licence may be reinstated after the non-compliance has been resolved and verified by GECA. A licence suspension does not extend the original expiration date of the licence.

If a licence is withdrawn, the applicant must reapply for a new licence following the same procedure as would be required by a new product.



If a licence is withdrawn or suspended, GECA will update the GECA website, Licensee Registry and notify the appropriate assurance provider to indicate that the Product is no longer GECA Certified or is suspended.

## 4.4 Recertification, Market Surveillance and Unannounced Assessments

Applicants who have successfully completed GECA licensing are responsible for participating in recertification and complying with the GECA Ecolabel Licence Agreement. The required frequency of recertification is outlined in Appendix 2.

Unannounced assessments and/or market surveillance may also be requested at GECA's discretion. More information regarding unannounced assessments can be found under section A2.5.

When a revised standard is issued, licenses expiring within the first 12 months of the release of the standard have until the end of this period to comply. That is, the final compliance date for these licensees will be 12 months from the initial standard release date. All other licensees must update to the new standard upon expiry of their licence. Extensions to comply with the new standard after the final compliance date will be reviewed on a case by case basis by GECA and will only be granted with the agreement of assurance providers and GECA. GECA CEO must sign off on any extension provided up to 6 months beyond the original expiry date of the licence certificate. Extensions beyond this period must be approved by GECA board.

In order to improve the robustness of recertification, assurance providers should, where possible, rotate assessors for consecutive audits.

## Section 5 Roles



In general, three major stakeholders participate in the GECA Certification Process: 1) GECA; 2) Assurance providers; and 3) manufacturer and suppliers with products (also known as applicants or licensees) wishing to be certified under the GECA Scheme.

#### 5.1 Role of Good Environmental Choice Australia

GECA's responsibilities include:

- 5.1.1 Managing the Scheme
- 1. Delineating responsibilities and lines of accountability within the assurance system and defining terms of reference for all relevant committees
- 2. Establishing, Coordinating and Maintaining the Independent Appointment Panel to appoint assurance providers to the GECA Scheme
- 3. Developing and Maintaining a Risk Management Plan
- 4. Undertaking a review of the GECA Scheme periodically,
- 5. Managing the GECA Scheme in line with the internal QMS and ISEAL Code of Conduct.
- 6. Managing the information system that gathers, manages and analyses relevant data, including data from assurance providers in line with the Portal Guidance Document in the GECA QMS
- 7. Administering applications for the Certification Process and maintaining confidentiality of applicant information.
- 8. Running ongoing professional development programs for assessors and assurance providers, particularly on the GECA Scheme Rules and Standards.
- GECA owns all data in the assurance system, excluding commercially in confidence information. This data is made available to assurance providers for assurance purposes only and following GECA's internal QMS regarding security.
- 5.1.2 Managing Certificates of Conformance
- 1. Providing the template that assurance providers will use when issuing a Certificate of Conformance.
- 2. Reviewing all Assessment Reports submitted by assurance providers
- 3. Accepting certificates of conformance from assurance providers
- 5.1.3 Licensing the GECA Ecolabel
- 1. Issuing rules on licensing and controlling the use of the GECA Ecolabel.
- 2. Issuing, monitoring, suspending and withdrawing GECA licences.
- 3. Informing the applicant or licensee immediately, as far as practicable, when a GECA licence is awarded, suspended or withdrawn.
- 4. Monitoring misrepresentation in the market of certification, including follow up of suspended and cancelled clients and a publicly available mechanism for stakeholders to report potential misrepresentation



- 5.1.4 Collecting Licensing Fees
- 1. Invoicing and collecting licensing fees from applicants and current licensees. Only GECA can invoice and collect licensing fees.
- 2. Suspending or cancelling the GECA licence if the licensee has not paid the annual licensing fees within 30 days of their required renewal date (unless otherwise agreed in writing with GECA).
- 5.1.5 Promoting the GECA Ecolabel and Licensees
- 1. Promoting the use of the GECA Ecolabel and licensees through marketing, education and other activities for the purpose of encouraging green procurement and sustainable consumption and production within Australia.
- 5.1.6 Creating and managing standards
- 1. Creating new standards and reviewing and updating existing standards at regular intervals not exceeding seven years unless deemed not required as justified through market research.
- 2. Publishing standards and listing them on the GECA Standards Registry.
- 3. Providing technical advice as requested by the assessor or assurance provider, limited to refining the scope and clarifying the text of GECA Standards. This excludes interpretation of the standard in an auditing context.
- 4. Providing final decisions related to issues raised concerning GECA Standards.
- 5. Providing, if required, explanatory requirements for the consistent application of these Scheme Rules.
- 5.1.7 Maintaining a current Assurance Provider Registry
- 1. Maintaining a publicly available register of assurance providers able to conduct the certification process for the GECA Scheme
- 2. Providing initial and ongoing professional development training for assurance providers and assessors in the GECA Scheme and Standards.
- 5.1.8 Maintaining a current Applicant Database and Licensee Registry.
- 1. Maintaining a current registry of licensees and their certified products. The registry will be publicly available on the GECA website at www.geca.eco at the discretion of GECA
- 5.1.9 Commissioning Unannounced Assessments and/or Market Surveillance
- Commissioning unannounced assessments and/or market surveillance of licensees at GECA's discretion and nominating an assurance provider to conduct them.

#### 5.2 Role of Assurance Providers

Assurance Providers responsibilities include:

- 5.2.1 Maintaining appropriate appointments, accreditation and registrations
- 1. Maintaining minimum qualifications and requirements as listed in the Assurance Provider Appointment Guidelines.



- 2. Participating in regular GECA training and assessment through the Independent Appointment Panel and implementing an ongoing internal programme for assessor appointment.
- 3. Developing internal process for assessing the competence of assessors
- 4. Maintaining status as a legally incorporated entity with appropriate levels of professional indemnity and public liability insurance to cover activities performed as part of this Scheme.
- 5.2.2 Complying with relevant rules and procedures
- 1. Complying with the GECA Scheme Rules.
- 2. Complying with the procedures of appropriate accreditation and registration organisations.

5.2.3 Developing a Conformance Assessment Plan (CAP)

- 1. Developing a CAP that will guide the CA (including gap analysis where relevant see 4.2.1)
- 2. Utilising individuals who are competent in the GECA Scheme Rules and applicable technical practices (e.g. manufacturing, installation, etc.) to prepare the CAP.
- 3. Conducting a review of the CAP by individuals who are competent in the GECA Scheme Rules and applicable technical practices (e.g. manufacturing, installation, etc.) but not involved in the preparation of the CAP.

5.2.4 Conducting professional assessments of products against GECA standards, as described in Appendix 1

- 1. Providing a quote to applicant and GECA within 5 working days of receipt of application.
- 2. Notifying GECA within 5 working days of quote acceptance
- 3. Ensuring legally enforceable contracts regarding data and related obligations are signed prior to commencing assessment
- 4. Providing a CAP to client within 5 working days of receipt of quote acceptance.
- 5. Using the CAP GECA online portal or any alternative technology employed by GECA for this purpose, to assess products against the appropriate GECA standard.
- 6. Preparing and issuing Assessment Reports and forwarding these to clients and GECA.
- 5.2.5 Granting and maintaining Certificates of Conformance
- 1. Granting, maintaining, renewing, terminating, reducing, suspending, and withdrawing certificates of conformance where appropriate, including engaging in the appropriate enforcement activities that are necessary to accomplish this task and are not in violation of the Scheme Rules.
- 2. Assessing that licensees maintain compliance through Re-certification, as described in Appendix 2.
- 3. Investigating charges of non-conformance, where appropriate, as described in Appendix 3.
- 4. Issuing Certificates of Conformance, where appropriate (to both client and GECA).

5.2.6 Renewing Certificate of Conformance



- Notifying licensees of recertification requirements 9 months prior to expiry, to allow for certification before the current Certificate of Conformance expires.
- 2. Conducting a CA to support the reissue of the Certificate of Conformance.
- 5.2.7 Maintaining a professional relationship with GECA
- 1. Transferring to GECA at the end of each month a list and summary description of applicants completing the CA process aiming to be GECA Certified, including the anticipated timeframe for certification.
- Transferring to GECA a copy of the Assessment Report including, for conforming applicants, a Certificate of Conformance within 5 working days of receiving the signed Assessment Report from the applicant. GECA reserves the right to, at any time, request a review of the Assessment Report for quality control i.e. (non-technical) purposes only.
- 3. Notifying GECA immediately, as far as practicable, of any suspensions or withdrawals of a Certificate of Conformance.
- 4. Complying with the appropriate scope of marketing and publicity for Assurance Providers, including limiting publication lists only to those licensees that have been verified. GECA has the sole right to publish or distribute the complete list of Licensees.
- 5. Responding to queries from GECA within 5 working days.
- 6. Agreeing not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, or disparage: GECA Certified Products; the GECA certification process; the GECA Ecolabel; or GECA's business reputation, practices, conduct, its employees, directors, and officers. Assurance providers acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to: GECA licensees and members, the media; investors; potential investors; any board of directors or advisory board or directors; industry analysts; competitors; strategic partners; vendors; private or public organisations; specifiers; employees (past and present); clients; and potential clients.
- 7. Notifying GECA immediately, as far as practicable, of any situation that significantly affects GECA's credibility, integrity, or reputation. In particular, the discovery of major non-conformances for those already carrying the GECA Label.
- 5.2.8 Maintaining a professional organisation
- Maintaining written records, procedures and quality manuals associated with conducting CAs and granting, maintaining, renewing, suspending and withdrawing the Certificate of Conformance. Written records will be of sufficient detail to demonstrate that the actions taken have been effectively carried out. Documents shall be provided in a timely manner as requested by GECA, and if appropriate, as requested by GECA licensees and applicants.
- 2. Maintaining policies and documentation related to quality control of the certification process. Documents shall be provided in a timely manner as requested by GECA, and if appropriate, as requested by GECA licensees and applicants.
- 3. Conduct annual internal audits on GECA Scheme-related performance with results shared to GECA

4. Consent to annual re-assessment by the Independent Appointment Panel.



#### 5.2.9 Maintaining adequate records

- Maintaining written records, procedures, quality manuals and policies for granting, maintaining, withdrawing, suspending and re-evaluating Certificate of Conformance. This documentation must be provided to GECA within 5 working days of request.
- Maintaining all documents associated with granting, maintaining, withdrawing, suspending and re-evaluating certificates of conformance for at least 3 years. This documentation must be provided upon request within 5 working days to GECA.

#### 5.2.10 Participating in the GECA standards writing process

- 1. Reviewing new, revised and amended standards during development phase, to ensure that standards are able to be effectively and accurately audited against.
- Notify GECA of any exception requests given during certification and certification process (see A1.5 for more details) and engaging in a consultation process with GECA. GECA CEO must sign off on any exception provided for up to 6 months. Any exception that requires a longer transition period must be approved by the GECA board.

#### 5.2.11 Agreeing not to compete with GECA

- The contract between the assurance provider and GECA will include an appropriate non-compete clause, covering the creating and management of any ecolabel that would compete with the GECA Ecolabel while it operates as an assurance provider and for a period of 2 years following the end of an assurance provider's status as a GECA assurance provider. Assessors and assurance providers may provide auditing, certification and assurance services for other competing ecolabelling schemes while serving as a GECA assurance provider.
- 2. When the assessor or assurance provider discusses with applicants the GECA certification process and becoming GECA Certified, this will be done in a factual manner and should not be construed as defaming GECA Certification.
- 3. The assessor or assurance provider shall not state or imply that any Certificate of Conformance constitutes a GECA endorsement, nor constitutes a licence for the use of the GECA Ecolabel. The assessor or assurance provider shall not state to anyone other than GECA or the applicant that the product meets the requirements of a GECA Standard.
- 4. Agreeing not to present the assessor or assurance provider as either a representative or a part of GECA. This includes all written and promotional material and verbal discussions.

#### 5.2.12 Commitment to GECA must include:

- 1. Regular, consistent, transparent and clear communication between assessor, assurance provider and GECA
- 2. Timely information flows between assessor, assurance provider and GECA
- 3. Regular communication between assessor, assurance provider and GECA clients on a monthly basis at a minimum
- 4. consistency in offerings to all GECA clients through following the code of conduct (See Appendix 4)



- 5. GECA to be included (by bcc) in any email communication to our clients whe possible and not in breach of commercial information
- 6. Respond to written GECA enquiries within 3 working days or within 1 working day if marked urgent.
- 7. Notify GECA clients at least 6 months prior to expiry of license, in order to arrange assessment dates

#### 5.3 Role of Independent Appointment Panel (IAP)

#### 5.3.1 Accrediting Assurance Providers

- 1. The IAP shall follow its terms of reference and use the <u>Appointment Guidelines</u> to make an independent judgement on the competencies and capabilities of the individual or group applying for appointment to the GECA Scheme
- 2. The IAP shall maintain independence from the assurance providers and assessors, with Panellists' sitting out of any decision where an interest may exists.
- 5.3.2 Evaluating Continual Appointment
- The IAP shall have the authority to take action regarding the compliance status of the assurance provider(s) and ensure remediation or removal of appointment status

#### 5.4 Role of Applicants and Licensees

Applicant and licensee responsibilities include:

- 5.4.1 Applying to the GECA Scheme
  - 1. Providing a completed application and paying the full application fee to GECA prior to beginning the CA.
  - 2. Selecting a GECA assurance provider
  - 3. Complying with relevant rules and procedures
  - 4. Complying with the GECA Scheme Rules.
  - 5. Complying with the requirements outlined in the Licence Agreement.

5.4.2 Notifying the assurance provider and GECA about product changes

- 1. Notifying the assurance provider and GECA when intending to modify or alter a product's manufacturing process that may affect or may be likely to affect the product's conformance against any criterion within the applicable standard. This includes changes to manufacturing ownership or facility, suppliers as well as design.
- 2. Notifying the assurance provider and GECA if it is suspected that the product no longer conforms to the applicable GECA Standard.
- 3. Notifying the assurance provider and GECA if any aspect of the product's manufacturing process (including aspects not considered by the relevant standard) clearly compromises the product's ability to be considered 'environmentally preferable'.
- 4. Notifying the assurance provider and GECA when there is the intention to add, substitute or rename products listed on the GECA license.
- 5. Returning a completed and signed declaration and schedule of changes form to GECA annually indicating any changes to the product including, but not limited to: manufacturer, supplier, material, construction, colour and design.



5.4.3 Notifying the appropriate organisation about contact detail changes and providing turnover declarations

- 1. Notifying the assurance provider in writing of any intended changes in person, address or contact details of the licensee or licensee's point of contact.
- 2. Notifying GECA in writing of any intended changes in person, address or contact details of the licensee or licensee's point of contact.
- 3. Providing accurate and true turnover declarations to GECA in a timely manner, annually and as required. Product turnover declaration figures are usually projected for new products and based on the previous financial year for existing products.
- 4. The licensee is responsible for notifying GECA prior to any transfer of rights to GECA licence(s) or Certificates of Conformance to another entity. It is the responsibility of the licensee to renegotiate terms with the new assurance provider for ongoing re audits.
- 5.4.4 Ending benefits after a suspension or withdrawal of GECA Certification
- 1. Notifying customers, distributors and appropriate regulatory agencies, if applicable, within 10 days of any suspension or withdrawal of a GECA licence.
- 2. Stopping use of the GECA Ecolabel within 10 days of when a licence has been suspended or withdrawn, in accordance with the requirements of the cancellation letter.
- 5.4.5 Marketing GECA Certified Products
- 1. Reproducing the licence only in its entirety. Certificates of Conformance are not to be used for marketing purposes.
- 2. Ensuring that the product is identified by the GECA licensing logo either directly on the product, on its packaging or information brochures accompanying the product.
- 3. Ensuring that the GECA Ecolabel and marketing related to the GECA licence is used in accordance with the GECA Licensing Agreement and Brand Guidelines.
- 4. Nominating an informed staff member who is able to respond to customer inquiries regarding GECA certification. The licensee's nominated staff member must be able to explain the environmental and commercial benefits and requirements associated with being GECA certified.
- 5. Not marketing a product with a Certificate of Conformance but without a GECA licence, as 'meeting GECA standards' or implying the conformance of the product to GECA standards. The Certificate of Conformance is not a right to licence and is provided on the condition that the applicant does not market itself as meeting GECA Standards until it agrees to the conditions associated with being a GECA licensee.



Applicant submits the Quote Request and Application Form to GECA. GECA requests quote from one or more Assurance providers. After acceptance of quote and payment of Application Fee, the certification process is initiated. Period of time to be determined following the Guidelines for Audit Time Document.

#### A1.1 Conformance Assessment Plan

A1.1.1 The assurance provider shall submit a Conformance Assessment Plan (CAP) to the applicant prior to conducting the audit. The assurance provider shall provide sufficient notice for the applicant to appeal against the appointment of any particular assessors or technical experts.

A1.1.2 The applicant is required to agree to the CAP before the assessor begins the audit.

A1.1.3 Once agreement on the scope of the CAP has been made, the assurance provider shall advise the applicant of an approximate timeframe and cost for its completion.

A1.1.4 The CAP should include:

- A defined scope of use for the product, including any limitations;
- All relevant requirements of the applicable GECA standard;
- Requirement to obtain and assess detailed product specifications;
- Means of assessing conformance i.e., tests, assessments, inspections, etc;
- Site inspection plan;
- Acceptance criteria;
- Certification frequency and methodology; and
- An assessment of the extent of site audits if completed.

#### A1.2 Site Audit

A Conformance Assessment should include an onsite certification. The nature and extent of site audits is a matter for the judgement of the assurance provider and may include remote tools (i.e. Skype, drone, video imaging tools etc). The assurance provider should apply a risk model to determine the value of site audits.

The assurance provider may consider other independent certification evidence (e.g. GENICES member Ecolabel program EU Ecolabel program) to satisfy all or part of its own site assessment requirement(s). In such instances the assessor and assurance provider shall consider:

- The nature of the audit, its scope and certification criteria, and its relevance to the GECA scheme and certification standard
- The certification plan, including coverage, relevance and currency
- The assessor attributes (including independence, impartiality and competence) against that criteria otherwise required of the assurance provider's own assessor
- Any accredited status of the assessor

Full records of the evidence accepted to satisfy the site certification requirements shall be retained. As a minimum this shall include:

Assessor(s) c.v.



- Certification plan
- Assessment report and findings

The assurance provider shall also maintain a record if its own consideration and acceptance of that evidence accepted in lieu of conducting its own audit.

A client that has a GENICES eco-label may not require a site certification if they can demonstrate the results of a site assessment conducted by the GENICES member and the Appointment Assurance Provider's assessor is satisfied with the Assessment Report. As per 4.2.4, the GENICES member can be used to assist with the audit, including translation of documents and conducting site certification.

#### A1.3 Conformance Assessment Reporting

A1.3.1 During the CA, detailed notes shall be made of the product's performance and conformance or non-conformance with the applicable GECA standard criteria and shall be the basis for the Assessment Report and issuance of any Certificate of Conformance.

A1.3.2 The Assessment Report shall fully detail all aspects associated with the CA as identified in the CAP and any non-conformances, recommendations and opportunities for improvement that the assessor has identified as part of the evaluation. A copy of the Assessment Report will only be shared with the applicant and GECA. The Assessment Report may also be shared with another assessor if it is needed to perform a re-audit. The Assessment Report should be of sufficient detail so that the Independent Appointment Panel can conduct a review of a client site using the report.

A1.3.3 Assessment Report content shall be in accordance with details outlined in Appendix 8.

A1.3.4 The Assessment Report the applicant receives shall be complete and final. The assurance provider has final authority and responsibility for the content and issuance of Assessment Reports. Applicants must signal their agreement that the content of the Assessment Report is complete and accurate by signing both documents.

A1.3.5 The copyright to the Assessment Report shall belong to the issuing assurance provider. If licensees wish to use an alternative assurance provider at the time of their next audit, GECA and/or the assurance provider shall have the right to forward the final Assessment Report to an alternative assurance provider.

A1.3.6 The Assessment Report shall include the evidence sighted and the reason that confirms the assessment against each criteria and sub-criteria in the Standard. The same robustness shall also apply for closing out the outstanding non-conformances.



In the latter case, the Assessor should provide the evidence sighted and the reason that confirms against each non-conformance.

#### A1.4 Levels of Non-conformities

Minor non-conformity: When a single observed lapse has been identified in a procedure required as part of the client's management system. A non-conformity may be considered minor if:

- it is a temporary lapse; or
- it is unusual/non-systematic; or
- the impacts of the non-conformity are limited in their temporal and spatial scale; or
- prompt corrective action has been put in place to ensure that it will not be repeated

Major non-conformity: When either alone or in combination with further nonconformities of other requirements results or is likely to result in a fundamental failure to achieve the objectives of the standards. Such fundamental failure may be indicated by non-conformities which:

- continue over a long period of time; or
- are repeated or systematic; or
- affect a wide area; or
- are not corrected or adequately responded to once they have been identified

Time frames for closing out these non-conformities shall be as applied as below:

Minor non-conformity

- submission of a corrective action plan within 30 calendar days from notification of the non-conformity
- evidence of implementation of the agreed corrective action posted within 90 calendar days from when the non-conformity was notified
- a minor non-conformity not closed out within 90 days escalates to a major non-conformity

Major non-conformity

- immediate corrective action submitted to the assessor within 30 calendar days
- from the date of notification
- corrective action to remedy the root cause and limit the risk of recurrence
- submitted to the assessor within 60 calendar days for certification and closure

In order to provide a degree of flexibility in achieving outcomes and/or achieve better final outcomes consistent with the intent of the requirements in GECA standards and GECA's mission of encouraging industry best practice, a non-conformance may be considered by GECA for exception upon request from the applicant or licensee (for conditions and procedures refer A1.4.5 and A1.5). An exception shall be conditional and valid for a predetermined period (and reviewed periodically) as appropriate and as determined by GECA in consultation with the applicant/licensee and the assessor/assurance provider. In rare situations an exception may result in a revision to the requirement in the relevant standard. Any exception along with its justification

and supporting information shall be documented by GECA and also mentioned and summarised in the Assessment Report by the assessor.



#### A1.4 Decision

A1.4.1 Where an assessor has determined there are no outstanding non-conformances, a Certificate of Conformance will be issued for the applicant by the assurance provider directly to the client and GECA. After the issue of the COC to the client, the assurance provider shall send the COC and Assessment Report to GECA for review so that GECA can issue the license. It is important to note here that the issuing of a COC by the assurance provider to the applicant/licensee does not automatically guarantee a GECA license and thus GECA does not accept any liability for use of the COC in lieu of a GECA license by the applicant/licensee

A1.4.2 The decision to issue a Certificate of Conformance shall be determined by competent individual(s) assurance provider who have not previously been involved in the certification of the product within the last 4 years.

A1.4.3 The assurance provider shall provide the applicant with two copies of the Assessment Report. The applicant is required to sign both Assessment Reports stating they agree with the outcome as described in the reports. Both signed reports are to be returned to the assurance provider to continue the certification process.

A1.4.4 To protect the applicant's confidentiality, information related to applicants with products that are not able to be certified due to non-conformances shall not be released in any manner or to any organisation, except to the applicant and to GECA. However, where illegal activity is found, this will be reported to the relevant authorities.

A1.4.5 Any product which is found to be non-conforming but is granted an exception will have details of this exception published on the GECA website and certificate.

A1.4.6 Any certificate given an extension will have this indicated on the re-issued certificate.

#### A1.5 Use of Exemption and Exception Clauses & Interpretation of GECA Standards

When completing an assessment against a GECA standard, situations can arise when an assessor may need clarification on criteria, be unsure of acceptable requirements or wish to use an exemption/exception clause mentioned in a GECA standard. To maintain consistency in the interpretation of GECA standards in such cases, especially in sections that could be open to interpretation, the Assessors shall follow the procedure below:

- 1. Email (in addition to any initial discussion by phone) GECA outlining:
  - a. The standard
  - b. The client
  - c. The criterion/criteria number/s and name/s
  - d. A brief description about the product/s being assessed and type of use
  - e. A brief background of the client/certification (e.g. existing licensee for 6 years, Re-Certification/ recertification, additional product etc.)
- 2. GECA will confirm receipt of the email, review, assess and respond in a reasonable time, based on the complexity of the query. GECA CEO must sign off any exception provided for up to 6 months. Any exception requiring a longer transition period must be approved by the GECA board.



- 3. The assessor can continue with the remainder of the assessment, though not finalise the report until the issue/query is clarified or resolved and communicated to the assessor and assurance provider by GECA.
- 4. GECA will record the query/ exception request/ exemption/ clarification in GECA's QMS register.
- 5. A record of the clarification shall be summarised in the Assessment Report.
- 6. Any exception given will be listed on the GECA Website

#### A1.6 Use of Declarations

GECA standards specify applicant/manufacturer declarations as an acceptable document of conformance. However, such declarations should not be used as the primary/sole document of evidence of conformance. Declarations should be used as supporting documents in addition to other documents of conformance specified in the standard to strengthen conformance. Declarations will only be accepted from an executive decision maker with the Applicant's organisation or the Manufacturer, whichever is most relevant and must be signed and dated by this individual within the current certification period. Use of declarations should align with the requirements of ISO17011.

#### A1.7 Breach of Legislation

Regardless of standard requirements, any breach in legislation within the last five years of an applicant organisation shall be brought to GECA's attention for a risk analysis and decision on continuing the certification process by the GECA Board.

#### A1.8 Evaluation against Hazardous Materials Criteria in the GECA Standard

The Hazardous Materials section in GECA standards is generally the most complex section and it is important to minimise the risk and enhance the robustness associated with the assurance process in this regard. The assessor shall as a minimum:

- Consult the SDS register and screen out hazardous materials (i.e. materials that are shown with a hazard classification) and dangerous goods
- Check a minimum of 20% of the remaining (i.e. not mentioned as hazardous or dangerous) list of materials in the SDS register for their hazard classification to ensure integrity of the register.
- Ensure that none of the chemicals listed in the SDS register are mentioned in the banned substances list and/or are within the limits specified in the relevant standard
- Review the product SDS as well as the SDSs of all the hazardous materials against the Hazardous Materials requirements of the relevant standard. Where there is a discrepancy between the risk phrase and hazard classification, or where there is a doubt about the hazard classification in the SDS, consult SDSs of similar products that are available in the public domain or information from authoritative sources such as SafeWork Australia, NOHSC, NICNAS, CDC, OSHA and IARC.
- Check the site chemical storage area during the site visit and seek clarification for any Dangerous Goods or Hazardous Materials found there that they are either not related to the product or that they comply with the requirements of the Hazardous Materials section in the relevant standard



# Appendix 2 Re-Certifications and Unannounced Audits

#### A2.1 Re-Certification Purpose

The primary objective of Re-Certification is to check that the basis on which GECA Certification was granted continues to be valid at the time of the Re-Certification assessment.

#### A2.2 Re-Certification Frequency

A2.2.1 Assurance providers shall conduct Re-Certification Assessments of all licensees' certified products for which that assurance provider is responsible, at intervals based on the relevant Certificate of Conformance issue date. The first Re-Certification is due within 3 years of the conformance assessment, with subsequent assessment every 3 years thereafter.

A2.2.2 Assurance providers shall inform the licensees that they are due for a Re-Certification assessment, as a guide, no later than nine months before the due date, as per A2.2.1.

A2.2.3 Licensees are responsible for ensuring that they have scheduled and completed a Re-Certification before the expiry of the licence.

A2.2.4 Licensees may choose to complete their Re-Certification with a different assurance provider than the assurance provider that completed the previous audit.

A2.2.5 GECA may grant licensees extensions on the 3-year Re-Certification period, where circumstances prevent the licensee from undergoing the certification process. e.g. Standard is being updated; company is moving manufacturing plants, etc. Extensions will only be granted if it is agreed upon by both the assurance provider completing the certification and GECA CEO. The licensee must show commitment to certification prior to an extension being granted. The length of extension will be set at the shortest amount of time that completion of certificate back but rather allows continuity into the next certification period. Therefore, an expiry date of 11 November 2016 that is extended until 11 December 2016 will result in a renewed certificate that expires on 11 November 2019, not December.

#### A2.3 Re-Certification Methodology



A2.3.1 Re-Certification is a complete re-evaluation of the products certified and should be accomplished in a manner that effectively demonstrates conformance in a cost and time-efficient manner.

A2.3.2 Environmental and social compliance requirements shall be included in the evaluation irrespective of whether any changes to the physical product have been made or not.

A2.3.3 A Re-Certification may include a site assessment based on a risk matrix and sampling methodology as per the sampling guidance document. The nature and extent of site audits is a matter for the judgement of the assurance provider.

#### A2.4 Re-Certification Audits against Revised Standards

A2.4.1 When a revised standard is issued, licenses expiring within the first 12 months of the release of the standard have until the end of this period to comply. All other licensees must update to the new standard upon expiry of their licence. Extensions to comply with the new standard after this time will be reviewed on a case by case basis by GECA and will only be granted with the agreement of the assurance provider. A licensee must not claim to be certified under the new standard without completing certification under this standard.

A2.4.2 Products requiring Re-Certification against a standard currently under revision, can be granted an extension to their licence by the GECA CEO or Board until the revision is completed. Licensees must then commence a Re-Certification within one month of the standard being released.

A2.4.3 A licensee finishing their Re-Certification ahead of time will be issued a certificate which expires 3 years from their original expiry date, rather than the earlier date. This is done to encourage early recertification and minimise extensions, whilst also ensuring the licence fee corresponds to a full 12 months of certification.

#### A2.5 Unannounced Assessments and Market Surveillance

A2.5.1 The primary objective of unannounced assessments and market surveillance is to check that the basis on which GECA Certification was granted continues to be valid between certification periods. GECA reserves the right to request unannounced assessments and market surveillance at GECA's discretion and in accordance with the *Guidelines for Unannounced Assessments and Market Surveillance* in the GECA QMS.

A2.5.2 Accusations of non-conformance brought by third parties may not necessarily trigger unannounced assessments or market surveillance. Third party accusations of non-conformance may be dealt with separately in accordance with Section A3.1.

A2.5.3 Unannounced assessments and market surveillance will be commissioned by GECA in accordance with the GECA board document *Guidelines for Unannounced Assessments and Market Surveillance.* 

A2.5.4 The nature and extent of re-testing, re-assessment, site assessments, examination of technical literature, manuals, etc. is a matter for the judgement of the assurance provider. For unannounced assessments, GECA also may seek confirmation of conformance for specific standards criteria. As guidance, the unannounced assessment is not a complete re-evaluation of the product but should be accomplished in a manner that effectively demonstrates conformance in a cost and time-efficient manner. This assessment is in addition to, and does not replace, the regular, 3 yearly Re-Certification assessment.

A2.5.5 If non-conformance is found during an unannounced assessment the licensee will be notified by the assurance provided and the licensee shall establish

conformance for the relevant product in accordance with Section A3.1 and A3.2 and A3.3.



## Appendix 3 Procedures for Dealing with Non-conformance



A3.1.1 If a third party brings an accusation of non-conformance concerning a licensee's product to the attention of GECA or an assurance provider, the assurance provider is required to have, and follow, a procedure for investigating the potential non-conformance.

A3.1.2 The assurance provider may request evidence from the third party that supports the third party's (or its) accusation of non-conformance to determine whether there is merit to the accusation. Information and evidence must be requested without acknowledging whether or not there is a non-conformance.

A3.1.3 The assurance provider shall provide written notice to the party filing the accusation confirming that the accusation has been received and stating whether the assurance provider will investigate further, or if not, reasons for declining to investigate further.

A3.1.4 If after an investigation, no non-conformance is found, the assurance provider is required to notify the party or parties that have filed the accusation.

A3.1.5 If a non-conformance is found, the assessor should follow the following guidance on raising a non-conformance notification and adhere to the required timeframe.

A3.1.6 Non-conformances which result in a failure to obtain certification shall not be disclosed to third parties without prior consent of the non-conforming licensee except in the case where a non-conformance is due to a breach of legislation. Any illegal activity discovered will be reported to relevant local authorities.

#### A3.2 Non-conformance Notifications

A3.2.1 Non-conformance with any aspects of a certified product shall be dealt with formally and shall be the subject of a non-conformance notification. The non-conformance notification should describe the non-conformance, the corrective action needed, and the time allowed for the action to be taken. The time to provide the non-conformance action plan will not exceed 30 days unless exceptional circumstances exist.

#### A3.3 Suspension or Withdrawal of Licence

A3.3.1 Assurance providers have the responsibility to suspend or withdraw a Certificate of Conformance according to the procedures described in Section 5, if a nonconformance notification is not adequately responded to. Written documentation describing the assurance provider's decision-making process related to suspensions and withdrawals must be made available upon request to the licensee or former licensee, GECA and the Independent Appointment Panel.





Good Environmental Choice Australia (GECA) is an independent, not-for-profit organisation with a mission to drive solutions for sustainable consumption and production. Our core offering is our ecolabel, but we also provide consulting and advisory services, education and training, standards development, a sustainable products database and corporate and community engagement events. We pride ourselves on our values of *Independence, Integrity and Impact*.

We [staff, directors, committee members, volunteers, interns, assessors, assurance providers] acknowledge the responsibility and privilege of fulfilling this mission through GECA's operations. We must adhere to this Code to support each other and the organization in achieving these goals and ensure that we conduct our affairs with honesty, integrity and respect.

#### We will:

Work for the Net Benefit of the People and Planet	We recognise that the work of GECA is for the Net Benefit of People and Planet, over and above the interests of any individual, company or organisation. We acknowledge that we are required to represent our Stakeholders but must be prepared to accept consensus decisions that are in the interest of pursuing our mission.
Uphold the consensus process	We will uphold the principles of our consensus-based process through openness, transparency, balance and respect for each other.
Agree to clear purpose	We will commit to the development of a clear, shared purpose, objectives, agenda and project plans to ensure timely and efficient delivery of all GECA services.
Respect others in meetings	We commit to respecting others and the professional culture of GECA. We will attend internal and external meetings fully briefed and prepared. We commit to meeting etiquette and the rules of engagement by:
	<ul> <li>putting mobile phones on silent;</li> <li>being on time;</li> </ul>
	<ul> <li>advising any other attendees if an alternative representative is required;</li> <li>respecting others and their opinions by allowing one person to speak at a time;</li> <li>following an agreed agenda;</li> </ul>
	<ul> <li>accepting group decisions and not returning to 'closed agenda items' unless new, relevant subject matter arises.</li> </ul>
Declare all relevant interests	We will behave in a transparent manner by declaring all relevant interests. We will manage or remove potential, perceived or actual conflicts of interest, to facilitate the resolution of competing interests via the open and structured process that forms the basis of consensus standardisation. Relevant interest may include, but is not limited to, financial interest or otherwise in a consumer product firm.
Escalate and resolve issues	We will identify and escalate issues and disputes in a timely manner to ensure rapid resolution. We will uphold the agreed escalation and dispute resolution processes.
Behave legally and ethically	We will act in good faith and with due care and diligence and comply with applicable laws and standards. We will avoid collusive or anticompetitive behaviour contrary to the Competition and Consumer Act 2010. We will promote a culture of fair and ethical behaviour and encourage the reporting of unethical behaviour, breaches of the law and matters detrimental to GECA and its reputation. When representing GECA, we will ensure we model the values of Integrity, Independence and Impact by treating all others with respect. This includes face-to-face, over the phone and online encounters with any member of the public, stakeholders and GECA Staff.
Private Gain	We will not use our position or knowledge for real or perceived private gain including, but not limited to, insider trading and coercion.
Future Employment	Except where prohibited by law, we agree not to accept employment with a GECA Licensee or GECA Applicant within 6 months of leaving GECA.
Uphold this Code	We actively encourage compliance with this Code at all times. We also accept and encourage the rapid initiation of action to address poor, unacceptable or inappropriate behaviours and breaches of this Code.



# Appendix 5 Conflict of Interest

The GECA Scheme relies on the use of assurance providers to reduce the instances of conflicts of interest, real or perceived. The following guidance is meant to help further reduce instances of conflicts of interests between stakeholders participating in the GECA Scheme.

#### A5.1 Conflict of Interest between the Assurance Provider and Applicant/Licensee

A5.1.1 To ensure confidence in the impartiality of its decision related to audits and issuance of a Certificate of Conformance, the assurance provider shall have policies and procedures that distinguish its certification activities from any other activities associated with an applicant or licensee, such as but not limited to: consulting (including the development of policy and practices); environmental advisory services; environmental marketing services; owning an equity stake in the applicant or licensee; and serving as a director for the applicant or licensee.

A5.1.2 Assurance providers shall not engage in any activities related to assessment and issuance of a Certificate of Conformance where they have engaged with an applicant or licensee, or any related bodies, in an activity that could be construed as creating a conflict of interest for a period of two years following the last such activity. Activities that could be construed as creating a conflict of interest include but are not limited to: consulting (including the development of policy and practices) sustainability advisory services; sustainability marketing services; owning an equity stake in the applicant or licensee and serving as a director for the applicant or licensee.

A5.1.3 In this context, relevant consulting includes any activities related to the product that have a bearing on sustainability issues and could be construed as a conflict of interest with the assurance provider's auditing activities. These activities include, but are not limited to, activities such as:

- Preparing bespoke plans, manuals, handbooks, or procedures for a product undergoing certification;
- Giving advice as a consultant or participating in the decision-making process towards the design, documentation, development, validation, implementation or maintenance of a product undergoing certification; and
- Delivering or participating in the delivery of in-house training services at which bespoke advice and instruction towards eventual GECA Certification is provided.

A5.1.4 Assurance providers may participate in other assessment services including the assessment of environmental management systems.

A5.1.5 The assurance provider is responsible for assuring that its assessors adhere to the same conflict of interest guidance as applies to assurance providers.

A5.1.6 Assurance providers and assessors shall make public any former relationship between themselves and the applicant or licensee they assess.

A5.1.7 Any interpreters or technical experts employed by the assurance providers shall be independent of the client, unless this is not feasible due to logistical constraints. In all cases, the names and affiliations of these experts shall be included in the audit reports.

#### A5.2 Conflict of Interest between the Assurance Provider and GECA



A5.2.1 The assurance provider and GECA shall maintain separate responsibilities as laid out in Section 5 of these Scheme Rules.

A5.2.2 The assurance provider and GECA shall remain separate entities, as required in a third-party scheme. This includes maintaining separate financial records, governance structures and all other aspects of a professional organisation.

A5.2.3 There shall be no financial links or agreements between an assurance provider and GECA, including, but not limited to, payments, loans, bonds or equity shares. With the exception of receiving and re-distributing the assessment fee and an administrative fee payable to GECA for services provided to administer the assessment process on behalf of the client.

A5.2.4 GECA shall undertake the development and modification of standards independent of assurance providers. However, representatives of each assurance provider should be consulted to provide feedback and guidance on the practical implementation of proposed standards.

A5.2.5 All feedback provided to GECA from assurance providers regarding standards shall be available to the public upon request. The identity of the assurance providers providing feedback will not be disclosed.

A5.2.6 GECA technical assistance to assessors will be limited to providing basic clarifications of GECA Standards. GECA reserves the right not to provide advice where it believes the interpretation of the standard would be, or may be interpreted as, interfering with the independence and discretion of the assurance provider.

#### A5.3 Conflict of Interest between GECA and Applicants/Licensees

A5.3.1 GECA shall ensure that all standard writing and licensing activities are separately controlled and managed (including the development of policy and practices) from any consulting activity, including any associated with an applicant or licensee.

A5.3.2 GECA personnel shall not directly engage in any activities related to standard writing or licensing where they have participated in a consulting role involving the applicant or licensee within the last two years.

A5.3.3 Consulting includes any activities related to the product that have a bearing on sustainability issues and could be construed as a conflict of interest with GECA's role as a standard writer or licensing body. These include, but are not limited to, activities such as:

- Preparing bespoke plans, manuals, handbooks, or procedures for certified products; and
- Giving bespoke advice as a consultant or participating in the decision-making process towards the design, documentation, development, validation, implementation or maintenance of a product.

A5.3.4 GECA may produce and run educational courses and seminars. Such courses may include but are not limited to: 'open attendance' seminars for the purpose of educating GECA licensees, members, applicants and prospective members on the benefits of GECA certification; courses on sustainable production and procurement and courses on understanding the GECA Scheme Rules and certification process.

## Appendix 6 Dispute Resolution



#### A6.1 Complaints, Appeals and Disputes Relating Certification

#### A6.1.1 Process

A6.1.1.1 Complaints, appeals or disputes relating to the actions or decisions of an assessor or assurance provider shall be submitted directly to the assurance provider and GECA. The assurance provider will follow its internal procedures for handling complaints, appeals and disputes. This shall include a procedure for handling complaints, appeals and disputes brought against the actions and decisions of the Independent assurance providers.

A6.1.2 Assurance Provider complaint, appeal and dispute process guidance

A6.1.2.1 Timing of resolution – All complaints, appeals and disputes shall be handled promptly. Notification in writing acknowledging the specific issue shall be submitted to the party submitting the complaint, appeal or dispute within 5 working days; a proposal to address the dispute should be provided to the party within 10 working days. Unless extenuating circumstances exist, the complaint, appeal or dispute should be resolved within 20 working days of receipt. Where a complaint, appeal or dispute cannot be resolved within 20 working days of receipt the party shall be notified of the delay and the extenuating circumstances as soon as this becomes evident.

A6.1.2.2 Availability of process – Assurance providers shall have a written procedure for handling complaints, appeals and disputes. This procedure shall be available to all stakeholders associated with GECA Certification within 10 working days of the request. Stakeholders include but are not limited to: applicants; licensees; GECA; members, procurement personnel and building certification schemes.

A6.1.2.3 Maintenance of records – The assurance provider shall maintain written records for a period of seven years documenting its handling of complaints, appeals and disputes, including the final outcome.

#### A6.2 Complaints, Appeals and Disputes Relating to the GECA/Assurance Provider Relationship

#### A6.2.1 Overview

A6.2.1.1 The dispute resolution process to be used between GECA and Assurance Providers is a three-step process to provide fair, quick and cost-effective resolution of disputes brought by either GECA or an assurance provider. The three steps are informal discussions, conciliation and arbitration.

A6.2.2 Informal discussions

A6.2.2.1 In all cases the first step to dispute resolution between GECA and assurance providers will be through an informal process whereby the other party is notified in writing of the specific grievance.

A6.2.2.2 Upon receiving the written notice of grievance, the receiving party has 10 days to respond in writing stating the proposed resolution to the grievance.

A6.2.2.3 If the written grievance has not been resolved, direct correspondence is required between the two parties, either in person or via telephone, within 10 days of

the written reply to the original grievance. The responsibility for initiating direct correspondence falls to the party claiming the original grievance.



A6.2.2.4 If after 20 days of the original grievance no resolution has been achieved either party may request the use of a Conciliator.

#### A6.2.3 Conciliation

A6.2.3.1 Conciliation is a relatively informal process where an independent person (the Conciliator) assists both parties in negotiating a settlement to the dispute. This is different from Arbitration, which provides a final and binding determination of the dispute by an independent person (the Arbitrator).

A6.2.3.2 The Conciliation procedure will be at the discretion of the Conciliator and may include convening meetings and provision by each party of copies of relevant documents needed to assist in the resolution of the dispute.

A6.2.3.3 At the end of the Conciliation process the Conciliator will provide a written report with suggestions for a settlement. Suggestions are not binding and are intended to assist in settling the dispute.

A6.2.3.4 If the dispute is not settled within 30 days of the start of Conciliation the dispute may be referred to Arbitration. Any documents prepared for and by the Conciliator shall be passed on to the Arbitrator.

A6.2.3.5 Unless otherwise agreed to by both parties, each party shall pay its own costs and share equally the cost of the Conciliator.

#### A6.2.4 Arbitration

A6.2.4.1 The Arbitration procedure will be at the discretion of the Arbitrator. The Arbitration shall proceed in a manner designed to reach a fair conclusion in as quick and cost-effective a manner as possible.

A6.2.4.2 If the dispute involves technical issues requiring expert evidence, in order to expedite the proceedings, the Arbitrator may require experts from both parties to coordinate and sign a joint report detailing areas of agreement, disagreement, and their reasons for the disagreement. The timing of the report shall be set by the Arbitrator with the goal of expediting the Arbitration process.

A6.2.4.3 If a party fails to deliver items required by the Arbitrator within 15 working days of the request that party shall be deemed to have abandoned the related claim.

A6.2.4.4 The Arbitrator's decision shall be final and binding. The final decision shall be documented in writing along with reasons for the decision and provided to all involved parties.

A6.2.4.5 If monetary awards are directed, the amount shall be paid within 20 days.

A6.2.4.6 Each party shall cover its own expenses and share equally in the expense of the Arbitrator. If the Arbitrator determines that one party has acted unreasonably and caused unnecessary expense, the Arbitrator may order that party to pay all or part of the other party's costs.

# Appendix 7 Sample Certificate of Conformance



The *Certificate of Conformance*, as per sample provided in this Appendix, is to be used by the assurance provider after a product has successfully passed the assessment against the relevant GECA Standard. A copy of the Certificate of Conformance shall be directly forwarded to GECA by the assurance provider.



#### CERTIFICATE OF CONFORMANCE

Date of Issue	
Date of Expiry	
Letter of	
Conformance	
Number	

This is a Certificate of Conformance. Applicants and their representatives may not make claims in relation to 'meeting' or conforming to GECA Standards or similar without a valid

This Certificate is not valid without a valid GECA licence.

1. PURPOSE OF NOTICE (Tick One Option)

New Licence	Amendment	Non-Compliance	Re-certification
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#### 2. LICENCE APPLICANT DETAILS

Company Name	
Date of Certification	
Product Description including trade name(s), product numbers and model identification	
Applicable GECA Standard	
Notes / Including conditions of recommendation and any exemptions given	

This Certificate of Conformance is issued by an independent assurance provider. Good Environmental Choice Australia (GECA) does not in any way warrant, guarantee or represent that the product that is the subject of this Certificate of Conformance conforms to any GECA Standard, nor accepts any liability arising out of the use of the Product. GECA disclaims to the extent permitted by law, all liability (including negligence) for claims of losses, expenses, damages and costs arising.

> GECA Approved assurance provider logo

# Appendix 8 Guidelines to the Requirements of Assessment Report



The Assessment Report is the most detailed and complete technical document composed by the assessor that states how the product conforms to GECA Standards. The Assessment Report must contain enough information so that a different assessor could perform the assessment and achieve the same result and the Independent Appointment Panel can conduct an assessment of the assurance provider using the report. Assessment Reports shall include performance information in order to provide insights to clients and such that GECA can use the technical data for impact reporting purposes. Assessment Reports should be submitted to the applicant/licensee within 2 weeks of a completed assessment.

#### A8.1 Core Content of Assessment Reports

Assessment Reports must contain, at a minimum the following information:

- Introduction section describing certification process conducted (e.g. type of certification performed: re-audit/initial/unannounced audit);
- Assurance provider name and contact details;
- Assessor who conducted the audit
- Applicant name and contact details;
- Disclaimer regarding the certification process and GECA (GECA to supply);
- Date of site audit(s), name and/or location of site audited and photographs if relevant;
- Summary section listing conformance and recommended non-conformance
- Conditions of conformance where applicable;
- Information on any exceptions given including justification;
- Relevant standard name and reference number;
- Product name and if applicable, product codes and any other trading name of that product used by the company assessed;
- Justification of the sampling approach (type and size) demonstrating its reliability of being representative of the whole population (of sites (if multiple sites), products, chemicals)
- Checklist of criteria, performance, conformance, demonstration of conformance documents and exemptions (where applicable) including:
  - 1. Criterion name and number
  - Level of performance against each criterion (e.g. VOC emissions = 0.3mg/m2/hr; or no banned substances used)
  - 3. Conformance/non-conformance against each criterion
  - 4. Type and details of DoC provided against each criterion (including date in e.g. in the case of emails).
  - 5. Any non-conformities closed out against a criterion/criteria including type, justification and details of DoCs provided Any exemptions claimed and granted against a criterion/criteria including justification, details of any communication with GECA and conditions associated with the exemptions
- Copy of the relevant demonstration of conformance documents (or abstracts of) provided against each criterion with relevant sections highlighted;
- Where the demonstration of conformance items differs from the items nominated in the standard, brief explanation as to why the documentation differs; and how conformance was established based on the alternative demonstration of conformance item.



### Appendix 9 Sample GECA Licence Certificate



GECA (Good Environmental Choice Australia) manages a Type 1 Ecolabel program in accordance to ISO 14024 "Environmental Labels and Declarations" and is the owner of the Good Environmental Choice Australia Ecolabel.

The following products and or services have been granted the use of the ecolabel and have been verified by an independent conformity assessment body that they meet the environmental, health and social/ethical criteria of the GECA standard.

Licence number:	XYZ-2019
Issued to:	The Company
Issue date:	29 April 2019
Licensee since:	29 April 2019
Certified products:	
Table	
Chair	
Cabinet	

GECA standard: Address of head office: Conformance assessment by: Licence expiry date:

Furniture, Fittings, Foam & Mattresses (FFFMv1.0) Level A 101 XYZ Ave, Sydney, Australia Assurance Provider 29 April 2022

Alan

Kate Harris Chief Executive Officer

Suite G01, 15 Belvoir Street, Surry Hills NSW 2010 P: +612 9699 2850 ABN: 27 118 766 153



Our mission is to drive sustainable consumption & production.



#### Conditions of your Good Environmental Choice Australia (GECA) Licence

You must:

- ensure that the products or services listed on this certificate (Products) at all times comply with the relevant GECA standard;
- at all times maintain a Certificate of Conformance in respect of the Products issued by the relevant conformity assessment body;
- comply with the GECA Certification Scheme Rules, including meeting all of your obligations and requirements as set out in those Rules;
- not use the Good Environmental Choice Australia Ecolabel trade mark other than under and in accordance with a GECA trade mark licence agreement; and
- notify GECA, and the relevant conformity assessment body, of any changes to any of the Products, including any change in the design, composition, materials, supplier, supply chain or method of manufacture, within 10 business days of any such change being implemented.

This certificate may be suspended or cancelled by GECA if a Certificate of Conformance is suspended or cancelled by the relevant conformity assessment body, or otherwise in accordance with the Scheme Rules

This certificate must not be displayed or otherwise used:

- 1. if it is suspended or cancelled by GECA;
- 2. after the licence expiry date listed on this certificate;
- in any way that might imply that a product or service other than the Products has been certified as meeting a GECA standard; or
- 4. in any other way that is likely to cause deception or confusion amongst the public.

# Appendix 10 Process for Reviewing and Amending the Scheme Rules



GECA shall review this Scheme every three years. Small amendments may be made between review periods.

The review process includes consultation with stakeholders and ratification by the GECA Board of Directors before release to the general community.

In every case, GECA shall advise the appropriate period of time for assurance providers to fully adopt any revised or additional criteria.

In most cases, the assurance providers are allowed a grace period of three months from the change in Scheme Rules to conform with changes. Failure to comply may result in loss of ability to assess for the GECA Scheme.



## Appendix 11 | Contact Details

Street address

#### Good Environmental Choice Australia (GECA)

#### OFFICE

Phone

Email Website Suite 312, 77 Dunning Avenue Rosebery NSW 2018 +61 (0) 2 9699 2850

info@geca.org.au www.geca.eco