



## The Stichting Aquaculture Stewardship Council Foundation Regulations for Certification

The Stichting Aquaculture Stewardship Council Foundation certification regulations lay down the rights and obligations of Stichting Aquaculture Stewardship Council Foundation and the certifying body for certifying persons, bodies, producers, companies, products, services and processes regarding responsible farming, which encourage seafood producers to minimize the key environmental and social impacts of aquaculture.

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## 1. Definitions

### **Aquaculture Stewardship Council Foundation**

Stichting Aquaculture Stewardship Council Foundation, further referred to as ASC, the acronym for Aquaculture Stewardship Council, an independent not for profit organization. The ASC was founded in 2010 by the WWF (World Wildlife Fund) and IDH (The Sustainable Trade Initiative) to manage the global standards for responsible aquaculture. The ASC's certification program and logo recognize and reward responsible aquaculture.

The ASC is a global organization working internationally with aquaculture producers, seafood processors, feed producers, retail and foodservice companies, scientists, conservation groups, social NGOs and the public to promote the best environmental and social choice practices in aquaculture.

### **Nature of Business**

Working with partners, the ASC runs a program to transform the world's aquaculture markets by promoting the best environmental and social aquaculture performance. The ASC seeks to increase the availability of aquaculture products certified as sustainably and responsibly produced. The ASC's consumer logo provides third party assurance of conformity with production and chain of custody standards and makes it easy for everyone to choose ASC certified products.

### **The characteristics, which the trademark will indicate in the certified goods or in relation to the rendering of the certified services**



In order to ensure the proper regulation of the certification mark, the organization has published the rules for use of the certification mark which has been made available on the organization's website for public access. The ASC logo displayed in the certified goods or in relation to the rendering of the certified services, would emphasize the aquaculture products' sustainability and responsible production.

### **qualified independent certifier**

the person or body accredited and audited on behalf of ASC by an independent accreditation body, Assurance Services International. Certifiers have demonstrated to another independent organization, Assurance Services International (ASI), that they have the skills to conduct assessments of the ASC standards.

### **The manner of monitoring the use of the trademark**

Internal audits shall be performed at least once every twelve (12) months or completed within a twelve (12) month time frame for segmented (or rolling) internal audits. Internal audits shall cover all ASC requirements in a planned and systematic manner.

## **The particulars of infrastructure such as Research and Development, technical manpower support.**

The Aquaculture Dialogue and the resulting standards, reflect the direct input of more than 2,000 NGOs, scientists, farmers, retailers and other important stakeholders within the aquaculture industry. ASC works with partners across the industry, environmental and scientific community and beyond – all its standards and program updates are developed with help from NGOs, academics, farmers, retailers, and other experts, and are subject to public consultation. As part of its mission to drive up standards across the industry and beyond, they also work on standalone projects focusing on specific issues, including improver programs for small producers and research projects.

ASC seeks to not only listen to diverse opinions but also to represent this with balance in its governance structure. Representatives from the private and public sector—including academia, NGO's, and the industry — serve on the ASC Supervisory Board. The ASC also convenes a Technical Advisory Group (TAG) that guides both the ASC Supervisory Board. The group focuses on technical matters related to the ASC program. The Supervisory and Advisory Board comprises of more than 30 members under which the extensive number of Technical Working Group operates.

The ASC would have not existed and reached such tremendous growth without the support of committed companies and organizations. The team comprises of 40+ partners and supporters including WWF, IDH, Axfood, Colruyt Group, Ahold Delhaize etc. Furthermore, the team also includes 75+ employees with knowledgeable and dedicated professionals spread across different departments like Finance, Logo Licensing, Governance, Marketing communication and so forth.

## **Competence of ASC to administer the certification scheme**

Since its founding, the ASC has set up its own system to develop, operationalize, manage, review and revise standards based on the original Aquaculture Dialogues. To do this in a credible manner, all ASC standards are created according to the ISEAL Alliance Code of Good Practices for Setting Social and Environmental Standards. This code of good practice complies with the ISO/IEC Guide 59 Code of good practice for standardization, and the WTO Technical Barriers to Trade (TBT) Agreement Annex 3 Code of good practice for the preparation, adoption and application of standards. ISEAL requires inclusive and transparent standard setting and ASC is a full member alongside organizations such as the Rainforest Alliance, Fairtrade International, Forest Stewardship Council, UTZ and the Roundtable for Certified Sustainable Palm Oil.

## **Financial arrangement of ASC**

All fees for the audit process are agreed with the Conformity Assessment Body (CAB/qualified independent certifier) and paid directly to the auditors. The ASC does not receive any money for any aspects of the audit or any pre-audit process a farm may choose to undertake. ASC only receives income from certificate holders in the form of a percentage of total sales of certified products sold with the ASC logo. The use of the logo is optional and it is not a requirement of becoming ASC certified.

**An undertaking from ASC on lines that there will be no discrimination of any party if requirements set in the regulations are met.**

There will be no discrimination against any party if the party meets the requirement set forth in the Assure Tested Program.

**Client**

The party entering into the Agreement with ASC or the qualified independent certifier.

**Agreement**

the certification agreement entered into for the performance of certification services by the independent certifier qualified by ASC on behalf of the client.

**Object of certification**

The following products and services are certified to leading to responsible aquaculture that encourages seafood producers to minimize the main environmental and social impacts of aquaculture:

Fish and fish products, processed algae, processed seaweed (sustainably cultured), fish eggs for human consumption, live fish, for human consumption, unprocessed algae, for human consumption, raw agar [tengusan seaweed], unprocessed brown algae [hijiki - seaweed], unprocessed seaweed for human or animal nutrition, live shellfish, clams, scallops, foodstuff for fish, unprocessed edible seaweed, unprocessed seaweed [wakame], unprocessed kelp [kombu seaweed], unprocessed spirulina, unprocessed sea lettuce [aosa seaweed], fresh seaweed; fish spawn, fish farming services, fish culture, farming of fish, crustaceans, shell-fish, algae, seaweed and edible seaweed (so-called "aquaculture").

**Conformity Assessment**

The verification that specified requirements related to a product, process, or management system have been met. The area of conformity assessment includes activities such as testing, inspection, including ex post, and certification.

**Conformity Assessment Scheme**

The Conformity Assessment Rules, Procedures and Administration relating to specified Conformity Assessment Objects, to which the same Specified Requirements, specific rules and procedures apply as determined by ASC and laid down in the ASC Standards.

Since its founding, the ASC has set up its own system to develop, operationalize, manage, review and revise standards based on the original Aquaculture Dialogues. To do this in a credible manner, all ASC standards are created according to the ISEAL Alliance Code of Good Practices for Setting Social and Environmental

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**Observer**

Person accompanying the assessor(s), but not interfering in the conformity assessment, e.g. ASC supervisors or representatives of the accreditation body, notifying body, supervisor or scheme owner.

## **Applicability**

The ASC Regulation for Certification applies to all Agreements and ASC Standards, unless explicitly agreed otherwise in writing.

Under no circumstances will Stichting Aquaculture Stewardship Council Foundation itself conduct any business with regard to the supply of goods and/or services certified in accordance with the ASC standards.

When performing Conformity Assessments under license of a ASC, the qualified independent certifier is bound by the requirements imposed by ASC.

When performing Conformity Assessments under legislation, ASC is bound by the applicable legislation. If there is any inconsistency between the ASC Regulation for Certification and the applicable legislation, the latter will apply.

If a competent court finds that any provision of the ASC Regulation for Certification is inapplicable or violates public order or the law, only that provision will be disregarded and this Regulation will remain in full force in all other respects. A provision that most approximates the parties' intentions will replace any invalid provision.

## **Performance of the Conformity Assessment**

The Client shall cooperate with ASC when performing the Conformity Assessments.

ASC reserves the right to have the Conformity Assessment performed entirely by a qualified Assessor.

Where applicable, Client will take into account the presence of Observers when conducting Conformity Assessments.

The certifier qualified by ASC will enable the Client to observe the work for the certification, provided the confidentiality for other clients is guaranteed.



**Initial certification**

ASC may refuse certification when ASC concludes in the performance of the Conformity Assessment that a positive Conformity Assessment Result is not reasonably foreseeable. In that case the applicable Agreement is terminated unless ASC and the Client agree otherwise.

## **Maintaining certification**

In the certification, ASC is entitled to impose an additional conformity assessment with the aim of:

- a) verifying the initial or continued implementation of corrective actions by Client to remedy one or more of the conformances;
- b) verifying the removal by the Client of the factors that led to the suspension of a certificate;
- c) validating changes to Client's organization, processes, services or goods;
- d) verifying complaints about the Client from third parties;
- e) validating changes to the requirements of the conformity assessment scheme;
- f) checking the correct use of certificates, certification mark, logo and pictogram by the Client.

The Client shall promptly notify ASC of any matter that may affect organization, processes, services or goods of Conformity Assessment in order to continue to comply with the Conformity Assessment requirements.

Rating scheme, including but not limited to:

- a) changes in legal, commercial or organizational status or ownership;
- b) organizational and management
- c) changes to the contact address and sites;
- d) changes in the scope under the certificate;
- e) intended changes to the organization, processes, services or goods of Conformity Assessment;
- f) changes that may affect the duration of the conformity assessment.

The Client have to keep records of all complaints and the resulting corrective actions with regard to the organization, processes, services or goods of Conformity Assessment.

The Client is not permitted to outsource its work in the context of certification, unless otherwise stated in the Conformity Assessment Scheme or agreed between ASC and the Client.

## **Non-conformities**

If discrepancies are found, the Client will draw up an action plan to implement appropriate corrective measures within the time frame set by ASC. ASC must approve this plan.

If there are non-conformities or if the Client has not been able to take adequate measures to address the non-conformities, ASC may request one or more of the following measures depending on the urgency and/or importance of the deviation:

- a) a written warning;
- b) an additional Conformity Assessment;
- c) an increase in or stricter internal control requirements for the Client;
- (d) a temporary increase in the frequency of conformity assessments;
- e) an immediate suspension of the certificate for a period of time;
- f) an immediate revocation of the certificate or reduction of the scope of the certificate;

g) publishing the measures referred to under e) or f) in the media that ASC deems appropriate.

If the Client does not agree with an anomaly identified by ASC, the Client may file a complaint according to the applicable complaint resolution procedure

If ASC and Client cannot agree on the correct identification of a nonconformity and Client is unwilling to take corrective action, ASC has the right to suspend, revoke or reduce the scope of the certificate. The Client can appeal against this decision

### **Suspending or withdrawing certification and reducing the scope of certification**

ASC is entitled to suspend all or part of certification or withdraw certification, or reduce the scope of certification if:

- a)** ASC imposes this measure if the Client has not been able to take adequate measures to address the non-conformities
- b)** the Client has failed to meet its financial obligations towards the ASC qualified independent certifier;
- c)** The Client does not cooperate with ASC when performing the Conformity Assessments;
- d)** the Client does not respect any other term imposed by the Agreement;
- e)** the Client's production is inadequate for the performance of a Conformity Assessment under the requirements of the Conformity Assessment Scheme;
- f)** the Client does not comply with altered Conformity Assessment Scheme requirements before the expiry date of Scheme requirements.

ASC is entitled to suspend all or part of certification if ASC is imposing an additional Conformity Assessment in accordance with the reasons mentioned in the first paragraph of 'Maintaining certification'.

ASC is entitled to withdraw certification or reduce the scope of certification if the Client's certificate has been (partly) suspended and the end date of that suspension has expired without the reason for suspension having been remedied.

If certification of multi-site management systems is suspended, withdrawn, or the scope of certification is reduced, ASC will always suspend, withdraw certification or reduce the scope of certification in their entirety, including all certified sites.

During suspension period of certification the Agreement remains in force and any obligations under the Agreement remain valid.

From the date of withdrawal of certification the applicable Agreement is terminated unless ASC and the Client agree otherwise.

ASC reserves the right to publish a list of all its suspended and withdrawn certificates.

Suspending or withdrawing certification and reducing the scope of certification does not affect the Client's financial obligations towards the ASC qualified independent certifier.

## **Changes to Conformity Assessment Scheme requirements**

ASC shall inform the Client of any actual or expected changes to the Conformity Assessment Scheme requirements and the transitional plan, including the transitional period and whether it involves a supplementary Conformity Assessment.

The Client shall implement any changes in the Conformity Assessment Scheme requirements.

If the Client does not agree to the changes and/or the transitional plan, the Client may file a complaint according to the applicable procedure for the resolution of complaints.

If the Client does not accept the changes or if the result of the supplementary Conformity Assessment is negative, the certificate will be withdrawn after the expiry of the transitional period. The Client may appeal against this decision.

## Use of certificates, certification marks, logos and pictograms

The ASC owns the trademark of the logo



, the abbreviation "ASC" and its name "Aquaculture Stewardship Council" and reserves all rights in relation to these trademarks.

If the client meets the criteria laid down in the ASC standards, and the Logo Licence Agreement has been signed, it is allowed to use the logo on packaging and the following requirements apply for using or displaying the logo



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no changes may be made by the user to color, image and no change in the mutual proportions in the dimensions of the logo

the mark must be used as an EU certification mark

the certificate holder pays a small percentage of total sales of certified products sold with the ASC logo to ASC. The fees and the structure of the fees can be found on the website - <https://www.asc-aqua.org/what-we-do/our-logo/logo-user-guide/> under the ASC logo user guide.

The use of the logo is optional and it is not a requirement of becoming ASC certified

*Unauthorised display is prohibited and will be treated as a trademark infringement.*

If the certificate is suspended, withdrawn or the scope of the certificate is reduced, the Client must cease using the applicable certificates, the certification mark, logo or pictogram for their internal and external communications. In case of product certification, any products that have already been manufactured, or are manufactured at the time the certificate is suspended, withdrawn or the scope of the certificate is reduced, may no longer be marketed using the certification mark. Any other way of handling the sale of products that have already been manufactured will require ASC's express written consent, which ASC may grant at its discretion.

In case of product certification, the Client is not allowed to deliver certified products under different trade names unless this has been agreed between ASC and the Client and the products are then delivered under ASC's stated conditions.

The Client is not allowed to make or permit any misleading statement regarding certification, for example:

- a)** to imply that the certification applies to persons, management systems, products, processes, services and sites that are outside the scope of certification;
- b)** to refer to the certificate or use the certification mark, logo or pictogram on advertising documents, offers, websites, etc. that do not relate to the Object of Conformity Assessment, for example when making common reference to the certification mark, logo and pictogram if other uncertified objects are also mentioned;
- c)** to use the certification mark or statement on a product, product packaging or in any other way that could be interpreted as denoting product, process or service conformity when the Client has management system or person certification only;
- d)** to imply that ASC agrees with the Client's quality surveys, laboratory tests, calibration or inspection reports and/or certificates;
- e)** to state other values for the certified product on advertising documents, offers, websites than those stated on the certificate.

The Client may not use the logo outside the scope of the certificate and/or Conformity Assessment Scheme stating that the Client is certified by ASC.

With regard to the use of the certificate, the Client shall:

- a)** always provide a complete copy of the entire certificate when providing a copy;
- b)** provide a copy of the certificate to their customers on request;
- c)** refer only to the latest version of a certificate.

The Client may neither associate their business with ASC or use the logo of ASC unless ASC has given its express written consent and the business is associated and/or the logo of ASC is used under ASC's stated conditions.

The Client shall be required to compensate ASC for any loss, damage and expenses arising from any infringements of the provisions set out above. All above mentioned articles remain in force after withdrawing the applicable certificate and/or the termination of the applicable Agreement.

## **Confidentiality**

If ASC is required by law or by contractual commitments to release confidential information, the Client must be notified of the information provided unless informing the Client is prohibited by law.

ASC shall disclose the existence nor handling of an application to third parties, unless the Client agrees in writing.

The Observer who wishes to observe ASC performing Conformity Assessments at the Client's site, shall observe confidentiality.

ASC may report Conformity Assessment Results anonymously to any interested third party.

ASC may keep a register of all certificates issued.

ASC may provide anyone with information about the validity of certificates on request.

This confidentiality does not affect the authority of ASC to make public announcements regarding the withdrawal or suspension of the certificate.



## **Complaints and appeal**

### **Complaints**

Complaints from the Client will be handled according to the applicable procedure for the resolution of complaints.

### **Appeal**

The Client is entitled to appeal against a decision by ASC (including suspension, refusing, withdrawing of certification, or reducing the scope of certification) in accordance with the applicable appeal procedure.

Filing an appeal if a certificate is suspended neither suspends the treatment of nonconformities nor prolongs the period for remedying nonconformities.

ASC or the qualified independent certifier will not reimburse any costs that the Client incurs in relation to the appeal process.

Any dispute arising under an agreement between ASC and a user should first be escalated to the contacts named on their agreement. If the dispute remains unresolved for at least 14 days, it shall be referred to the Senior Management of each party who shall attempt resolution through negotiations. If the dispute remains unresolved for a further 14 days, either party may refer the dispute to the court.

## **Termination of the Agreement**

The Client may terminate the Agreement, in whole or in part, with due observance of a minimum period of three calendar months, unless otherwise agreed between ASC and the Client.

When the Agreement is terminated, any certificates issued by ASC under the Agreement will be withdrawn immediately, unless otherwise agreed between ASC and the Client.

## **Amendment clause**

ASC is entitled to amend the ASC Regulation for Certification (during the term of the Agreement). ASC shall inform the Client about any amendments to this Regulation.

If the Client does not accept these amendments The Client may terminate the Agreement on the date that the changes enter into force.

Links to the ASC standards for certification:

[https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Abalone-Standard\\_v1.1\\_Final.pdf](https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Abalone-Standard_v1.1_Final.pdf)

[https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Bivalve-Standard\\_v1.1\\_Final.pdf](https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Bivalve-Standard_v1.1_Final.pdf)

<https://www.asc-aqua.org/wp-content/uploads/2019/06/ASC-Flatfish-Standard-final.pdf>

[https://www.asc-aqua.org/wp-content/uploads/2019/09/ASC-Freshwater-Trout-Standard\\_v1.2\\_Final.pdf](https://www.asc-aqua.org/wp-content/uploads/2019/09/ASC-Freshwater-Trout-Standard_v1.2_Final.pdf)

[https://www.asc-aqua.org/wp-content/uploads/2019/09/ASC-Pangasius-Standard\\_v1.2\\_Final.pdf](https://www.asc-aqua.org/wp-content/uploads/2019/09/ASC-Pangasius-Standard_v1.2_Final.pdf)

[https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Sea-Bass-Seabream-and-Meagre-Standard\\_v1.1\\_Final.pdf](https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Sea-Bass-Seabream-and-Meagre-Standard_v1.1_Final.pdf)

[https://www.asc-aqua.org/wp-content/uploads/2019/12/ASC-Salmon-Standard\\_v1.3\\_Final.pdf](https://www.asc-aqua.org/wp-content/uploads/2019/12/ASC-Salmon-Standard_v1.3_Final.pdf)

[https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Tilapia-Standard\\_v1.2\\_Final.pdf](https://www.asc-aqua.org/wp-content/uploads/2019/03/ASC-Tilapia-Standard_v1.2_Final.pdf)