

Fresh Products Branch Directive

FPB 625
11/15/2007

USE OF AGREEMENT FOR PARTICIPATION IN THE VOLUNTARY GOOD AGRICULTURAL PRACTICES & GOOD HANDLING PRACTICES (GAP&GHP) AUDIT VERIFICATION PROGRAM

- I. Purpose To outline the use of the *Agreement for the GAP&GHP Audit Verification Program* (Agreement) between the auditee and the USDA including Federal-State cooperators.
- II. Background On October 1, 2007, the Fresh Products Branch revised the GAP&GHP Program requirements to include unannounced audits as part of the verification process. The unannounced audits shall be completed after an auditee successfully passes an initial audit. In order to provide USDA with the authority to enter the auditee's facility and perform unannounced audits, an agreement is needed between the USDA and the auditee.
- III. Policy
1. The lead auditor or local supervisor shall obtain a signed copy of the Agreement prior to providing any auditing services. A senior manager or owner shall be the signatory for the auditee to show management commitment in participating in the USDA GAP&GHP Program.
 2. The local USDA officer-in-charge or federal-state supervisor shall sign on behalf of the Fresh Products Branch or Federal-State Inspection Program. Once both parties have signed the Agreement, a copy shall be given to the auditee and a copy kept on file in the local inspection office. It is not necessary to forward a copy of the Agreement to a Federal Program Manager or the Field Operations Section. These agreements shall be reviewed under the Branch Internal Quality Management System or Federal Office Reviews, respectively.
 3. The Agreement between the auditee and the USDA will remain in effect for the length of time the auditee remains a participant in the GAP&GHP program.
 4. A copy of this Agreement shall be kept on file while in effect, and once it has expired, discarded in accordance with Fresh Products Branch Directive FPB-104. The retention schedule for audits is the same as for inspection certificates.

Leanne L. Skelton
Branch Chief

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service
Fruit and Vegetable Programs
Fresh Products Branch

**AGREEMENT FOR PARTICIPATION IN THE GOOD AGRICULTURAL PRACTICES
& GOOD HANDLING PRACTICES (GAP&GHP)
AUDIT VERIFICATION PROGRAM**

I _____ a duly authorized representative of
(Insert Name)

(Name of Company) *(Street Address, City, State, and Zip Code)*
hereinafter referred to as the applicant, do hereby agree to be audited under the voluntary USDA
GAP&GHP Program. The audit shall include verification of the company's farm(s), packing
facilities, storage facilities, wholesale distribution centers or other locations as applicable to the
audit scope(s).

1. **The applicant agrees that with respect to:**
 - a. **Laws, Regulation, Statutes** - To conform to all applicable Federal, State, and local government laws, regulations, or statutes, including, but not limited to: Regulations Governing Inspection and Certification of Fruits and Vegetables and Related Products (7 CFR, Part 52), any other pertinent regulations, and any such instructions covering inspection and certification of the products and verification of the processes as may be issued by AMS.
 - b. **Audit Request** - To call and schedule the audit with the appropriate federal or federal-state inspection office. The request for the initial audit will be made no later than two (2) weeks prior to the end of the growing/harvesting/packing season.
 - c. **Records** - To maintain all records required by the GAP&GHP Program including, but not limited to, food safety manual, water test results, employee training records, manure use records, and other records as required in either the Food Safety manual or GAP&GHP Program checklist. The applicant shall make these records available to USDA federal and/or federal-state GAP&GHP auditors.
 - d. **Access to Facilities** - To grant permission for AMS authorized personnel to enter any and all farms and/or facilities covered by the GAP&GHP Program for the purposes of conducting the audit. This includes the initial audit and any unannounced audits that may be required by the program.
 - e. **Payment** - To pay by credit card, check, draft, or money order drawn to the order of the appropriate federal or federal-state agency for the services covered herein on or before the due date specified on the bill. Charges for GAP&GHP audits include, but are not limited to, the audit fee as listed in the fee schedule or Federal Register and travel expenses for the initial audit and any unannounced audits as may be required by the program.

2. **AMS agrees that with respect to:**

- a. **Perform Audit** – To provide objective third-party verification of the applicant’s food safety program utilizing the *USDA Good Agricultural Practices & Good Handling Practices Audit Verification Program Checklist*, hereinafter referred to as the Checklist.
- b. **Opening & Exit Interviews** - To discuss the audit prior to and report the results and observations with the applicant after each audit and provide a copy of the completed Checklist.
- c. **Reports** - To issue to the applicant reports of all audits and evaluations of the applicant’s food safety program and provide written notification of any deficiencies found, if any.
- d. **Confidentiality** - To consider and treat any trade secrets or confidential information as proprietary and confidential. To consider any food safety records and related information provided to AMS as information that is voluntarily submitted to AMS because of their participation in the GAP&GHP Program.
- e. **Issuance of Certificate, Posting and Sharing Audit Results** - To issue a certificate to the applicant and, when requested, to post audit results to the USDA website, with the exception of the Preventative Food Security Procedures scope, only when the applicant receives at least the minimum passing score for each scope being audited. To provide the specific applicant checklist and results of individual questions to other parties only at the written request of the applicant. NOTE: Reports containing a compilation of generic audit information may be shared with the Food and Drug Administration. Any personal information linking the audit results to the auditee shall be redacted prior to issuance.

3. **It is mutually agreed that with respect to:**

- a. **Length of Service** - That the audit results are valid for one year from the date of the initial audit, provided that at least the minimum score is achieved on both the initial audit and any unannounced audits that may be required by the program. This agreement shall remain in effect for the length of time the auditee remains a participant in the GAP&GHP program.
- b. **Maintaining Certification** - That a company’s information will only remain on the USDA website if any and all unannounced audits show satisfactory adherence to the program. If the minimum passing score is not achieved, the company’s information will be removed from the website until a follow-up audit is conducted by AMS verifying that effective corrective actions have been taken and the company attains the minimum score on all appropriate scopes of the audit.

Should AMS personnel be at a facility for other purposes and notice issues that would jeopardize the company's standing on the GAP&GHP Program, AMS has the obligation to bring this to the attention of the company representative and depending on the severity withdraw certification.

APPROVED:

Name of Applicant (Print): _____

Title: _____

Signature: _____

Date: _____

**APPROVED: USDA Agricultural Marketing Service, Fruit & Vegetable Programs/
Federal or Federal-State Inspection Program Supervisor**

Name of Representative (Print): _____

Title: _____

Signature: _____

Date: _____