



MarinTrust Chain of Custody (CoC) Standard V2

CoC Factory Audit Template Report

CONFIDENTIAL MATERIAL
(For authorised use only)

General information

Company Details		
Site-Code :		
Company Name :		
Site Name :		
Address :		
Country :	Postcode :	
Telephone :	Fax :	
Company Representative Name :	Email :	
Site Representative Name :	Email :	
Audit/Auditor Details		
Auditor Names (<i>Title/ Name/ Surname</i>):	Is this a remote audit?	Choose an item.
Audit Type :	Choose an item.	Other – specify :
Audit Start Date :	Previous Audit Date (<i>if applicable</i>) :	
Audit Start Time :	Duration of Audit (hh:mm) :	
Issue Date of Current Certificate (<i>if applicable</i>)	Expiry Date of Current Certificate (<i>if applicable</i>) :	
Site address (site being audited ¹)		
Site name :		
Address :		
Country :	Postcode :	

¹ In case of a multi-site certificate, record here the address details of the site where the management system is based

Organisation Description

Organisations main activity	Guidance
Choose an item.	Choose only one activity - this should be the main activity with regards to handling, processing, or trading certified products. Use your own judgement where there are multiple activities. Where 'Other' is selected, please add further detail in the table
<i>insert description here</i>	

Organisation full description	Guidance
<i>insert description here</i>	Record here all relevant information about the organisation's structure and activities with respect to CoC certification. This can include: <ul style="list-style-type: none"> - organisational structure/ legal ownership - product flow - description of the traceability system - key products and activities - size of operation (e.g. number of employees, turnover, volume produced...) - subcontractors used for certified products - key risks of substitution between certified and non-certified products - specific circumstances - relevant company history - any other relevant element from a CoC perspective

Chain of Custody (COC) V2 Factory Audit Report

SECTION 1 – General Principles of Traceability

Clause No. & Requirement	Conforms (Y, N or N/A)	Details / Evidence
1.1 The applicant shall have a documented and signed policy that states that they are committed to achieving and adhering to the requirements of the MarinTrust Chain of Custody Standard.		
1.1.1 The applicant shall have a process to ensure that this policy is communicated to all staff within the site.		
1.2 The applicant shall have a documented and effective supplier approval and monitoring system to ensure that incoming marine ingredients intended to be identified as compliant, are sourced from an approved fishery, or a certified supplier that holds a valid MarinTrust or MarinTrust CoC certification.		
1.2.1 MarinTrust compliant marine ingredients that are purchased via a third-party agent, or broker that does not physically handle or own the certified product the following shall apply:		
1.2.1.1. The applicant shall have documents/evidence provided from these		

<p>suppliers in place, to prove the identity of the marine ingredient back to an approved fishery or by product.</p>		
<p>1.2.1.2 The applicant shall ensure that they have been trained on the requirements to maintain the product integrity status of these certified materials and shall sign a form stating their commitment to the MarinTrust CoC standard.</p>		
<p>1.2.1.3 The applicant shall ensure that they have been trained on the requirements to maintain the product integrity status of these certified materials by an approved consultant or trainer to the MarinTrust programme.</p>		
<p>1.3 A batch/lot record of all MarinTrust compliant marine ingredients received by the applicant shall be maintained.</p>		
<p>1.3.1 The batch/lot record shall contain the following information;</p> <ul style="list-style-type: none"> • Supplier name • Supplier unique MarinTrust certificate number • Volume of MarinTrust compliant marine ingredients received from each supplier. 		
<p>1.3.1.1 The batch/lot record shall contain the following information; (DEROGATION CLAUSE)</p> <ul style="list-style-type: none"> • Key Data Element (KDE) information on the source fishery for whole fish to include, 		

<p>fishing vessel(s), species, catch area and date of landing</p> <ul style="list-style-type: none"> • Key Data Element (KDE) information on source processing factory for by-product trimmings to include factory name, species and date of production of the by-product trimming. 		
<p>1.4 The applicant shall have a documented product management system in place to demonstrate how MarinTrust compliant marine ingredients are segregated and labelled from non-certified product during all the processes within the Applicants organisation.</p>		
<p>1.5 The applicant shall have in place an effectively implemented procedure to deal with any non-conformances arising from a failure of the Marine ingredients product management system stated in 1.4, which may result in MarinTrust compliant Marine ingredients being mixed with non-compliant material.</p>		
<p>1.6 Any Corrective Action Plans resulting from a non-conforming products procedure shall be accurately documented and shall include a root cause analysis</p>		
<p>1.6.1 Corrective Action Plans shall identify authorised responsible personnel to handle the</p>		

remedial changes required based on their severity or risk.		
1.6.2 All remedial changes shall be part of a Corrective Action Plan to mitigate these incidents happening again in future and shall be time specified		
1.6.3 The applicant shall notify their certification body within 24 hours of a product recall being actioned as result of this non-conforming product procedure being activated.		
1.6.4 The applicant shall inform any customer affected by a non-conforming MarinTrust product immediately, and no later than 24 hours of detection.		
1.7 All records relating to the execution of the non-conforming product procedure shall be retained for a period of at least 3 years .		
1.8 The applicant shall have a HACCP system in place to protect the integrity of products being produced within their operation.		
1.8.1 The applicant shall have a TACCP/VACCP system in place to protect the integrity of products being produced within their operation if intended for direct human consumption.		

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SECTION 2 – Traceability Verification and Labelling

Clause No. & Requirement	Conforms (Y, N or N/A)	Details / Evidence
2.1 MarinTrust compliant Marine ingredients, or the finished product shall be labelled or otherwise be identified in a manner that ensures traceability is maintained during the following key traceability steps MarinTrust:		
2.1.1 from the point of receipt,		
2.1.2 during initial storage,		
2.1.3 during processing,		
2.1.4 during work in progress storage,		
2.1.5 during packaging,		
2.1.6 during final storage, and third-party storage		
2.1.7 during final dispatch, handling		
2.1.8 during delivery to their customer		
2.2 The applicant shall have documented evidence that MarinTrust compliant Marine ingredients are segregated from non-certified product by either: <ul style="list-style-type: none"> • Physical separation, or • Temporal separation, during the following key traceability stages MarinTrust:		
2.2.1 from the point of receipt,		

2.2.2 during initial storage,		
2.2.3 during processing,		
2.2.4 during work in progress storage,		
2.2.5 during packaging,		
2.2.6 during final storage and third-party storage,		
2.2.7 during final dispatch, handling		
2.2.8 during delivery to customer		
2.3 The applicant shall maintain accurate records of the quantities / volumes of MarinTrust compliant Marine ingredients and the finished product bought and sold (or received and dispatched) which take into account production practices that could affect the final quantity or volume calculations using a MASS balance exercise.		
2.4 The applicant shall report on input quantities and finished product quantities used on a quarterly basis to MarinTrust (DEROGATED CLAUSE)		
2.5 The applicant shall conduct a documented verification test of their product management system across the entire range of MarinTrust compliant Marine ingredients or finished product by batch/lot number or volume produced.		
2.5.1 This verification test shall be carried out at least once per year with a gap no greater than 12 months between tests, and shall include a traceability challenge both from receipt to despatch and from despatch back to receipt		

<p>2.6 Any Corrective Action Plans resulting from non-conformities raised during this verification test of the product management system shall be accurately documented;</p>		
<p>2.6.1 Corrective Action Plans shall identify authorised responsible personnel to handle the remedial changes required</p>		
<p>2.6.2 All remedial changes shall be part of the Corrective Action plan to mitigate these incidents happening again in future and shall be time specified.</p>		
<p>2.7 Where processing or packing / repacking occurs, records shall allow conversion rates for the finished product outputs from MarinTrust compliant Marine ingredients inputs over any given batch or time period to be calculated.</p>		
<p>2.8 The Applicant shall conduct an annual internal monitoring audit of all MarinTrust processes including a documented product recall test or after traceability-based complaint or incident test to ensure that the non-conforming product procedure as stated in 1.5 is functioning correctly and effectively.</p>		
<p>2.9 All traceability and identification records shall be kept for the shelf life of the product, or a minimum of 3 years, whichever is longer.</p>		
<p>2.9.1 All records used to provide evidence of compliance to this MarinTrust CoC Standard shall be accurate, legible and unadulterated.</p>		

<p>2.10 The applicant shall co-operate with the Certification body and/or MarinTrust CoC Standard holder if they are asked to participate in an MarinTrust product integrity investigation by the supplying of documentary evidence within 5 days of a request for information.</p>		
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SECTION 3 – Subcontractors

Clause No. & Requirement	Conforms (Y, N or N/A)	Details / Evidence
<p>3.1 Where the applicant utilises the services of a subcontractor (carrying out contract storage, processing, packing, labelling), the subcontractor shall be audited by the applicant’s certification body and shall be compliant with the requirements of the MarinTrust CoC Standard.</p>		
<p>3.2 The applicant shall maintain an up-to-date record of the names and addresses of all approved subcontractors handling MarinTrust compliant marine ingredients and the identity of the certified finished products.</p>		
<p>3.3 If third party storage facilities are used, the applicant shall have the ability to request the MarinTrust compliant marine ingredients and the certified finished products records from subcontractor storage facilities to allow for verification at any point in time.</p>		
<p>3.4 The applicant shall have a signed agreement with all subcontractors handling the MarinTrust compliant marine ingredients and the certified finished products:</p>		

<p>3.4.1 This agreement shall ensure that the subcontractor has documented systems in place to ensure full traceability, segregation, and identification of the MarinTrust compliant marine ingredients and the certified finished products at every stage of handling in compliance with this MarinTrust CoC Standard.</p>		
<p>3.5 Where an applicant utilises the services of third-party transport companies, an agreement or equivalent documentary evidence shall be in place demonstrating that MarinTrust certified product integrity is ensured during transportation.</p>		
<p>3.5.1 For bulk transported material, internal procedures and contractual agreements shall also include provisions that preclude the use of transport that may adversely affect the safety and/or integrity of any MarinTrust compliant marine ingredients materials due to the composition of a previous cargo.</p>		

SECTION 4 – Use of the MarinTrust Certification Logo or Claim

Clause No. & Requirement	Conforms (Y, N or N/A)	Details / Evidence
4.1 The applicant shall only use the MarinTrust CoC certification logo or claim if it has valid certification to this MarinTrust CoC Standard.		
4.1.1 The applicant shall only use the certification logo or claim if it has documented evidence demonstrating that it has been granted approval to do so by MarinTrust - the standard owner.		
4.2 The applicant shall follow the current MarinTrust logo guidelines for any logo used on their products and shall be verifiable.		
4.3 The applicant shall operate a secure system for the production, storage and application of product labels bearing the MarinTrust CoC logo/claim to ensure that only compliant finished product is labelled as such.		

SECTION 5 – Staff Training and Key Representative Responsibilities

Clause No. & Requirement	Conforms (Y, N or N/A)	Details / Evidence
5.1 The applicant shall put in place documented programmes covering the training needs of all KEY staff to the successful adoption of this MarinTrust CoC Standard		
5.1.1 These documented training programmes shall include, as a minimum Identifying the staff training needs and the provision of training, to ensure that the staff have the necessary competencies to meet the requirements of this standard.		
5.1.2 The applicant shall review the effectiveness of all training provision on an annual basis.		
5.2 The applicant shall identify and appoint an individual (MarinTrust contact person) who shall be responsible for all contact with the certification body and for responding to any requests for documentation or information related to CoC conformity.		
5.3 The applicant’s CoC key representative shall oversee the training provision review of the		

<p>competencies of its staff, at least annually or after an incident.</p>		
<p>5.3.1 Where additional training provision is required the applicant shall provide and conduct the relevant training in a time specified manner.</p>		
<p>5.4 Records of all training provision completed and planned shall be maintained and be accessible.</p>		
<p>5.4.1 An employee training record shall include as a minimum:</p> <ul style="list-style-type: none"> • The name of the trainee and signed confirmation of attendance; • The date of the training; • The title or course contents, as appropriate; • The training provider. 		
<p>5.5 The applicant shall inform their certification body within 10 working days if they change their key representative member of staff and how they plan to induct a new member of staff to take over the role.</p>		

SECTION 6 – Specific Requirements for Marine Ingredients sourced from a fishery that has been accepted into the MarinTrust Improver Programme

This section is only applicable if the applicant is handling a marine ingredient that is made from a raw material source from an accepted MarinTrust Improver Programme fishery. Details of all fisheries that are included within this Improver Programme can be located on the MarinTrust Website

Clause No. & Requirement	Conforms (Y, N or N/A)	Details / Evidence
<p>6.1 The applicant shall be able to use marine ingredients from an Improver Programme if the following conditions apply</p> <ul style="list-style-type: none"> • The Improver Programme is recognised by MarinTrust • The facility also uses marine ingredient that have been certified to the MarinTrust Factory Standard 		
<p>6.2 The applicant handling marine ingredients from a MarinTrust Improver Programme , shall comply with the following</p>		
<p>6.2.1 Marine ingredients coming from the MarinTrust Improver Programme shall be clearly identified from all marine ingredients from fully certified Marin Trust products or non-certified product</p>		

<p>6.2.2 Marine ingredients coming from the MarinTrust Improver Programme shall be clearly segregated, both during processing and during storage, from all certified Marin Trust or non-certified products</p>		
<p>6.3 The applicant shall have a traceability system in place that will allow them to demonstrate the traceability back to the accepted Improver Programme fishery or approved MarinTrust factory that is handling the Improver Programme fishery material</p>		
<p>6.4 The applicant shall not use any logo from the MarinTrust programme on any product that contains ANY marine ingredients produced from the MarinTrust improver programme fishery. They will only be allowed to use an agreed claim to this improver programme if the material is made solely of MarinTrust improver material</p>		

Definitions

Chain of Custody (FAO derived Definition):

The set of measures which is designed to guarantee that the fishmeal and fish oil product put on the market and bearing the MarinTrust logo is really a product of designated origin and coming from the certified factory concerned. These measures thus cover both the tracking/traceability of the product all along the processing, distribution and marketing chain, as well as the proper tracking of the documentation and control of the quantity concerned.²

Agent: The agent works on behalf of either the seller or the buyer and facilitates the transaction (sale or purchase). The agent does not take ownership and can be seen as an alternative to having inhouse sales or purchase employees, they typically get paid a percentage of the activity. No activity, no cost.

Applicant: A company or group of companies in the supply chain that has **formally** applied to meet the Chain of Custody Standard through the formal Application Form.

Broker: A broker brings the buyer and seller together and gets a commission from either party or both. He/she does not take ownership. If the broker takes ownership, he/she becomes a principal and is thus a trader. A broker needs a good understanding of the products and applications and needs to have a good network. He/she does not need to have money, as he/she does not need to finance the goods, as he/she does not take ownership.

Certificate Holder: A company in the supply chain that has been formally Certified by the Certification Body as complying with the MarinTrust Standard and/or the Chain of Custody standard requirements.

Certification Bodies: The bodies appointed by MarinTrust to audit, assess and monitor compliance of applicants and certificate holders under the MarinTrust Programme.

² FAO Guidelines for the Ecolabelling of Fish and Fishery Products from Marine Capture Fisheries, Rome 2005 + 2009



Certified Claim: A claim made by a certificate holder approved for use and licensed by the Standard Owner.

Chain of Custody Standard: The list of requirements that the Applicant must meet to claim Certification to the Chain of Custody Standard and /or use the Certified Claim.

Key Data Element (KDE): Data input required to successfully trace a product and/or its ingredients through all relevant CTEs.

Marine ingredients: Mainly fishmeal and fish oil derived from forage fish, but also marine organisms such as fish, krill, shellfish and algae

MarinTrust Branding: The name/s and logo/s as outlined in the MarinTrust Brand Guidelines

MarinTrust Brand Guidelines: The brand guidelines of MarinTrust, as set out in MarinTrust Brand Guidelines Document.

MarinTrust Certified Factory: An applicant factory who have successfully been certified as compliant with the MarinTrust Standard requirements.

MarinTrust Chain of Custody (CoC) Certified: An Applicant company or group of companies who have successfully been certified as compliant with the MarinTrust Chain of Custody standard requirements.

MarinTrust Statement: A statement that accurately describes the User's certification under the MarinTrust Programme

Potential Applicant: A company or group of companies in the supply chain that are considering applying for Chain of Custody Standard certification.

Stage: A handling / transfer point in the supply chain e.g. Packing, Processing, Distribution, Sales.

Trader: Person or company that buys and sells products. The trader has legal ownership of products, receives invoices and issues invoices and receives the full package of paper documentation. A trader may touch the product (trader with warehouse/storage tank) or a trader may merely trade the product without physically receiving the product, as the product typically goes directly from the manufacturer to a manufacturing plant. The trader needs to; have a good network, understand the market, finance the purchase and sales of products and, be familiar with the international transport of goods in order to find the best and the cheapest means of transport.