

Appendix 9 Social and Water monitoring Protocol

1. Introduction

Berries Pride strives for Responsible Business Conduct including good labour conditions, care for the environment, and economic development in the countries of origin. Good working conditions for the people that grow, harvest, and pack our fruits and responsible water use are a priority to us.

2. Labour conditions

Compliance

- 2.1 The Supplier is obliged to do an independent yearly third party social audit as part of our social due diligence policy. With this, the Supplier demonstrates the compliance of good labour conditions and human rights as laid out in our Code of Conduct, which is an integrated part of the Agreement.
- 2.2 The Buyer sees social audits as the beginning of the dialogue with the Supplier and an instrument for prioritization. The social audit results give the Supplier and the Buyer a better understanding of the current situation and help to create awareness, improve processes and build further capacity.
- 2.3 The Supplier must undergo an independent third-party social audit as part of our social due diligence policy.

Audit dependent on country risk classification and type of farm

As a member of The Sustainability Initiative Fruits & Vegetables ([SIFAV](#)), the Buyer has adopted the SIFAV basket of accepted standards supporting the alignment of market requirements and helping to reduce audit duplications and costs for growers. This basket of standards distinguishes between country risk classification (high, medium, low-risk countries) and type of farm (large and small farms).

Country Risk Classification

- 2.4 Sourcing countries worldwide are classified in high, medium, and low risk. This risk classification is done annually by BSCI Amfori¹ and relies on the World Bank's Worldwide Governance Indicators. On top of that, SIFAV adds criteria related to migration (from the EU and UN), forced labour and enhancement of fundamental labour rights to obtain the final country risk classification. Based on the above-mentioned sources, SIFAV publishes its list of country risk classification yearly. This is the list that the Buyer follows and that determines which audit is accepted for the Supplier from a specific country. You can find the most updated version [here](#).

Type of Farm

- 2.5 The Buyer is aware that the reality of a large farm and a smallholder farm (family farms, small single farms, or smallholder producer organizations) is different. Therefore, the different baskets of standards depending on the type of producer have been created.

Large Farm

- 2.6 A farm is considered to be a large farm when it has more than 5FTE (full-time employees) annually (permanent or temporary).

¹<https://www.amfori.org/content/country-due-diligence-tool>

Smallholder

2.7 A farm is considered to be a smallholder if one of the following definitions applies to you:

- (i) Family farm or small single farm: employs less than 5 FTE on yearly basis (permanent or temporary).
- (ii) Smallholder producer organization: more than 2/3 of the farms correspond to the family or small single farm definition and 1/3 are large farms.
- (iii) Smallholder: If a producer doesn't fit any of the 2 definitions above they can use the definition of smallholder according to the national legislation in the country of origin.

Accepted Social Audit Standards

2.8 The Buyer requests that all Produce purchased is socially audited with one of the standards mentioned in the table below called Accepted Social Audit Standards.

Accepted Social Audit Standards
per category

	Smallholders	Low-Risk Countries	Med.-Risk Countries	High-Risk Countries
Fairtrade Flo-cent	*	*	*	*
ETI/SMETA 4 Pilar audit	*	*	*	*
IMO – (Fair) For life	*	*	*	*
SA8000	*	*	*	*
SCS-Sustainably Grown	*	*	*	*
SIZA	*	*	*	*
BSCI	*	*	*	*
Global GAP – GRASP add on	*	*	*	
FSA 3.0	*	*	*	
Global Gap – SAI FSA add on	*	*	*	

Validity

2.9 For an audit to be valid, it must follow the following requirements:

- (i) The audit shall be conducted by an independent third-party auditor.
- (ii) Certificates and audit reports shall cover all entities (fields, packhouses, etc.) in the supply chain up to the Buyer.
- (iii) The report/certificate shall be specific: a) Audited value chain activities (production site(s) ('fields'), outgrower(s), and pack house(s)) b) Name of the Produce that is supplied to the Buyer (for example Blueberries, Strawberries, etc.), c) Audit and expiry date d) Specific information (for example: the number of workers, working hours, salaries, overtime, etc.)
- (iv) Certificates and audit reports shall be valid during the period the Produce are supplied to the Buyer. The norms on validity and monitoring of each scheme need to be followed as prescribed by them (except for SMETA, see (v)).
- (v) The Buyer prefers a SMETA 4 pillar and work with the following validity scheme: SMETA Periodic or Initial report can have a validity of up to two(2) years if no nonconformities were found or followed by a Full/Partial Follow up report giving one extra year validity from the date of the Initial/Periodic report. SEDEX members shall add Nature's Pride via the site code ZS1073867
- (vi) SMETA/ETI or BSCI certification must comply with the following criteria: child labour (BSCI 8.1, SMETA 4.1), forced or bonded labour (BSCI 11.1, SMETA 1.1 & 1.2), inhumane or degrading treatment (BSCI 11.1 & 11.3, SMETA 9.1), occupational health and safety (BSCI 7.12, 7.15, SMETA 3.1 & 3.9 C,D,U & Z), bribery of auditors, misrepresentation in the supply chain. If there are non-conformities on the mentioned criteria, an action plan must be sent to close the non-conformities during the next audit. For FSA, GlobalG.A.P.- GRASP, and Global GAP with FSA add-on, a third-party self-assessment with worker interviews is required.
- (vii) The following essential questions from FSA 2.1 must be compliant: FSA77, 82, 86, 92, 93, 94, 95, 96, 99, 108 and 109.
- (viii) The following essential questions from FSA 3.0 must be compliant: FSA76, 77, 78, 82, 86, 92, 93, 94, 95, 96, 99, 105, 108 and 109.
- (ix) Global FAP-FSA add-on essential questions must be compliant or marked as 'not applicable'. For the GLOBALG.A.P. FSA 2.1. add-on these are: 10,13,17 and 18.
- (x) GlobalG.A.P. + GRASP (interviews) certification the following questions must be compliant or marked as non-applicable. GRASP: 3.1, 3.3, 3.4, 4.5, 6.1, 7.3, 4.2, 4.4, 8.1, 8.2, and GlobalG.A.P.:4.1.1, 4.5.3 and 4.5.4.
- (xi) All non-compliances must be solved within the timeframe outlined by the auditor and are followed up by our team of experts.
- (xii) The certificate and audit report shall be uploaded to our online database.

Report of sanctions and accidents

2.10 The Supplier shall inform the Buyer in case a sanction is imposed by the authorities for a violation of labour regulations, and/or in case an accident happens with workers that involves permanent injuries or loss of life. The Buyer will engage with the Supplier to understand the specifics of the case, and, if required, jointly agree on remediation measures and an action plan to avoid it from happening again.

Beyond Compliance

- 2.11 Social audits are a good first step to identifying challenges and continuously improving with each audit. In certain cases, a long-term approach, beyond the audit, is needed to address a specific issue and make an enduring positive contribution to the communities that grow and harvest the fruits. The Buyer will partner with the Supplier in these cases and encourage them to open a dialogue to go beyond compliance. The Buyer aims to make good living and working conditions a standard business practice.

Israel – occupied territories

- 2.12 The Supplier with Produce from Israel confirms through the Agreement that all Produce which is grown/produced and packed in the state of Israel, as defined by the United Nations, are not sourced or manufactured in areas considered as occupied territories (Borders pre 1967). Additionally, the Produce need to carry a label stating the country of origin as required by law. Every year, before the season starts, the Supplier updates the online database with their actual growing and packaging locations and the Buyer follows up by conducting a verification check on each of the locations to ensure that the Produce is not coming from occupied territories. As a basis of the verification check the following European Union List with reference: Ref. Ares(2019)6018944 - 27/09/2019 will be used; nevertheless this can always be updated by the European Union.

3. Water

General considerations

- 3.1 Water is a key resource in the sector. It is essential to use water responsibly for communities, the environment and the business.
- 3.2 The Supplier must operate with full legality concerning on-farm water use. Moreover, the Buyer expects the Supplier to prioritize the well-being of communities and the environment in business decisions related to water.
- 3.3 The Supplier will implement best practices and pursue continuous improvement in relation to on-farm water use, for example through improved irrigation technologies and soil management.

Water stewardship

- 3.4 The Buyer encourages the Supplier to be acquainted with the concept of Water Stewardship². Water Stewardship is the use of water that is socially equitable, environmentally sustainable, and economically beneficial. This is achieved through a stakeholder inclusive process that involves site- and catchment-based actions.
- 3.5 Water stewardship entails action at three levels:
- (i) Optimize on-farm water use and have an appropriate business strategy to achieve this.
 - (ii) Reach out to authorities and other users in the catchment to work on collective planning to optimally administer the water resources in the area.
 - (iii) Reach out to value chain partners such as clients, share information with them and actively engage them in the pursuit of sustainable water use.

² www.a4ws.org

Must Criteria

- 3.6 The Supplier must comply at all times with the Must Criteria. In addition, this protocol contains Facultative Criteria that serve as guiding questions for growers to reflect on their water situation and identify opportunities to improve water management at and around the farm(s).
- 3.7 The Supplier must at all-time:
- (i) Have the appropriate water licenses for their operations.
 - (ii) Document what type of water they use (rain, surface water, groundwater, etc.).
 - (iii) If the Supplier irrigates, he should have all the relevant information at hand; among others the irrigation technology used, how the water needs of the crop are determined, how irrigation is planned, and how much litre of water is irrigated.

Report of sanctions

- 3.8 The Supplier shall inform the Buyer in case the water authorities apply a sanction for a violation of water regulations. The Buyer will engage with the Supplier to understand the specifics of the case, and, if required, jointly agree on remediation measures and an action plan to prevent it in the future.

Facultative Criteria

- 3.9 The Supplier will use the following criteria to reflect on the water situation at and around the farm(s) to identify opportunities to improve water management.
- (i) Be able to locate the water wells/water sources on a map of the aquifer or catchment.
 - (ii) Have good knowledge of protected ecosystems in the catchment and their state.
 - (iii) Know who the other water users are in the catchment
 - (iv) Engage in dialogue with them about responsible water use.
 - (v) Know which authorities manage water in the catchment
 - (vi) Engage in dialogue with them about responsible water use.
 - (vii) Know how much water is available in the catchment and how much is extracted annually.
 - (viii) Elaborate the water balance of the farm, which shows all the water that goes in and out.
 - (ix) Review how the water balance relates to the total water availability in the catchment.
 - (x) Register the daily rainfall on the farm(s).
 - (xi) Measure variations in climate that affect the water need (change in temperatures etc.)
 - (xii) Document the good water practices.
 - (xiii) Reflect on what actions the Supplier could take to advance water stewardship in the catchment.
 - (xiv) Reflect on the water challenges the Supplier currently faces and what possible solutions might be.

Water audits

- 3.10 For regions with high water risk, the Buyer requests a water audit. The Buyer can supply the Supplier with more information about this process. You can find the most updated scope for water audits [here](#).

Beyond water audits

- 3.11 In specific situations in which the Buyer considers a catchment and Produce to be of strategic importance to the business, and the value chain is exposed to very high water risks, the Buyer will approach the Supplier to engage in a constructive dialogue around water beyond the audit. In this case, the facultative criteria will be used as a framework for the dialogue. The Buyer expects the Supplier to invest time, availability, and cooperation to engage in this dialogue.