Foodbuy

Supplier Quality Assurance Protocol

Foodbuy's Expectations of Suppliers for Food, Beverage and Food Contact Materials

Contents

1. INTRODUCTION AND PURPOSE

Foodbuy Pty Ltd (in this document referred to as "**Foodbuy**") is committed to sourcing goods and services that meet the diverse and multifactored requirements of its clients as well as Foodbuy's food safety and sustainability requirements. Food safety issues are of paramount importance as a failure to ensure that high standards are maintained and rigorous food safety checks are undertaken may result in less than acceptable quality product or, more seriously, a food safety issue resulting in illness or death.

To be a Foodbuy supplier, all your products, be they intended for further processing or as 'Ready to Eat' components, must meet all legislative and regulatory requirements, be produced in a suitable environment and manner, be fit for purpose and handled safely and appropriately at all stages throughout the supply chain. All Foodbuy suppliers, manufacturers, distributors and handlers of food and beverage products must also meet the minimum protocols set out in this document, referred to as the "Foodbuy Supplier Quality Assurance Protocol" ("**VQA Protocol**").

The VQA Protocol has been designed as the base suite of standards, values and expectations expected of suppliers wishing to be associated with Foodbuy to prevent incidents of food related health issues, Product Recall / Product Withdrawal, consumer dissatisfaction, waste and brand devaluation. Furthermore, they are designed to maintain a consistent level of product that is 'fit for purpose' with a high level of guaranteed food safety and to ensure traceability of products through the supply chain.

This document is to be used in conjunction with Foodbuy's Global Supply Chain Technical Standards, Code of Ethics, Code of Business Conduct and Foodbuy Minimum Offer Terms. All suppliers are required to read these documents and sign to confirm they agree to comply with Foodbuy standards / policies before being permitted to offer products for sale through the Foodbuy platform.

2. APPLICATION AND ACTION

2.1 Application

These protocols and expectations apply to manufacturers, distributors and handlers of food and beverage products supplied to Foodbuy clients across the following:

- Beverages (alcoholic);
- Beverages (non-alcoholic);
- Catering services;
- Food additives;
- Food contact;
- Packaging Material and items;
- Food transport and storage services;
- Goods for resale;
- Processed foodstuffs;
- Unprocessed foods;
- Water – bottled, packaged and bulks; and
- Other items with incidental food contact or a significant impact on food safety.

Elements of this protocol may also apply to suppliers of the following:

- Cleaning services;
- Laundry services;
- Pest control services;
- Products and services related to the provision of catering and hospitality services to Foodbuy clients;
- Suppliers of Equipment and Materials used in the food industry; and
- Transport services.

These protocols and expectations do not replace any supply agreement, contract or arrangement, or clauses therein, that a supplier may have with Foodbuy.

These protocols and expectations represent the minimum requirement of Foodbuy in relation to quality assurance and product safety and compliance by its suppliers. These requirements are not intended to limit or alter any other requirements or specifications that may be imposed by a Regulatory Authority or agreed by Foodbuy.

Any conflict that might arise consequently should be referred to the relevant Foodbuy Executive for resolution.

It is important to note that in the case of products supplied to Foodbuy by a distributor, this protocol also applies to the products' manufacturers.

2.2 Action

Actions and compliance with this VQA Protocol are required from:

1. Foodbuy;

2. Co-packers of food and beverage products;

3. Distributors and Transporters of food and beverage products;

4. External Food Safety Consultants engaged by Foodbuy;

5. Producers, Manufacturers and Suppliers of Food and Beverages provided to Foodbuy;

6. Service Suppliers; and

7. Sub-contractors providing food service, catering or services within a Food Premises.

3. DEFINITIONS

TERM	DEFINITION
Allergen	A material or product that, when introduced to sensitive populations, may result in a negative health related reaction through eating, handling or exposure. These health effects can be potentially fatal and/or require medical intervention and treatment.
Audit	A systemic and independent examination to determine whether specified safety and quality procedures have been implemented and to determine to the level of adherence to such procedures. Such Audits may be undertaken by bodies appointed by Foodbuy or by qualified Foodbuy employees.
BRCGS	The BRCGS Global Standard for Food Safety is regarded as a benchmark for compliance to good practice in food industry standards and is a GFSI (Global Food Safety Initiative) recognised Standard. The BRCGS are commonly referred to as the British Retail Consortium, due to old information and previous ownership. BRCGS now stands for Brand Reputation Compliance. https://www.brcgs.com/about-brcgs/
Critical Control Point (CCP)	A point in a process at which control is required to prevent, eliminate or minimise a potential Hazard.
Certification Audit	An audit against specific standards and scopes by an independent Auditing company approved by Foodbuy.
Clean	Free from extraneous matter, Contaminants and objectionable odour, and clean to touch.
Code of Business Conduct (CBC)	Sets out Foodbuy's commitment on the ethical standards it expects of suppliers to conduct their business in a fair way: treating everyone – clients, colleagues, investors, suppliers and sub-contractors, as well as the wider community – with honesty, integrity and respect.
CODEX / CODEX HACCP	'Codex Alimentarius' Hazard Analysis and Critical Control Point System (HACCP) Annex II CAC / RCPI – 1969, rev 3 (1997). It is a set of food safety protocols developed and maintained by the Codex Alimentarius Commission, a body established jointly by the Food and Agriculture Organisation of the United Nations (FAO), and the World Health Organisation (WHO).
Corrective Action	Action taken to regain control over a process that is outside the specified Critical Limit(s) or action taken to identify, review and dispose of any discrepancies.
Critical Limit	A tolerance, at a CCP, that must not be exceeded to ensure that a Hazard is either eliminated or controlled.
Contaminants	Objectionable matter present in the food or environment. These can have physical, chemical and microbiological properties that in some way detrimentally affect the properties of the finished product or alter its, safety, intended qualities, taste, appearance or consistency.
Disposition	Determination of the action to be taken on Material placed on Hold, including release, rework or destruction.
European Article Number (EAN)	A unique number and related barcode on a product's Packaging that can be 'read' by a 'barcode reader' or scanner. An authorised EAN allocator or distributor allocates such numbers.

Equipment	Any item including items essential to or used to facilitate the manufacture or handling of product from original source through to delivery / presentation for consumption by the client.
Food Business	Manufacturers, handlers or processors of food and beverages or food and beverage contact materials such as Packaging. This definition includes but is not limited to transport and storage providers, co-packers, merchandisers, and sub-contract food service providers.

Food Handler	A person employed in a Food Business who is involved in the production, preparation, processing, packaging, transportation, serving and/or distribution of food.
Food Premises	The premises at which a Food Business is conducted.
Food Safe	Where food that is prepared, manufactured or processed is still safe for human consumption when used in conjunction with non-food products that have incidental food contact.
Food Safety Standard	The standard outlined by FSANZ.
Food Safety Auditor	A person who is certified, in the appropriate scope, by Exemplar Global (formerly known as the RABQSA) to conduct food safety Audits and who carries professional indemnity insurance in a sum of not less than AU$5,000,000.00.
Food Safety Plan or Food Safety Programme (FSP)	A plan or programme describing the overall procedures and documents that set the required standard, expectation and provide guidance on execution of food safety activities.
Food Standards Australia New Zealand (FSANZ)	The Australian and New Zealand governmental organisation which determines food standards and issues 'the food standards code'. More details are available at www.fsanz.gov.au.
Good Manufacturing Practice (GMP)	Operational requirements (systems and procedures) necessary to enable a Food Business to produce food safely.
Global Food Safety Initiative (GFSI)	A non-profit foundation managed by The Consumer Goods Forum and comprises major global retailers, manufacturers and food service operators.
Hazard Analysis and Critical Control Points (HACCP)	A systematic and preventive approach for controlling Hazards.
HACCP Programme or HACCP Plan	A plan or programme describing the overall documented process, flow diagrams, product descriptions and intended use, Hazard analysis tables, HACCP audit tables and verification schedules for a product and / or process.
Halal	Literally, this means 'permissible under Islamic law". In this context, it refers to food items that can be consumed under Shariah law. Generally, these items will not include alcohol or pork or their derivatives and meat will have been slaughtered in accordance with the Islamic ritual known as 'Zibah'. Halal certification issued by a body approved by the Australian Federation of Islamic Councils or The Federation of Islamic Associations of New Zealand are required to support products so described.
Hazard	A biological, chemical or physical property that will cause a food to be unsafe for consumption.
Hold	The quarantining, blocking, segregation or containment of a product, ingredient or Packaging to prevent its further use or distribution.

iCiX	An on-line, managed database service company – International Compliance Information Exchange – which hold compliance data and copy documentation, and through which, Foodbuy administers conformance and certification. More details can be found at www.icix.com.
Kosher	A term used to describe food that has been prepared according to Jewish dietary laws, meaning the food is ritually correct or "pure". The Kosher body issuing a kosher certificate in respect of such foodstuffs must be recognised by either The Executive Council of Australian Jewry (ECAJ) or The Kosher Kiwi Licensing Authority of New Zealand. Most kosher food is prepared in purpose- run 'Kosher' kitchens or kitchens that are so authorised for a particular time or meal preparation procedure.
Materials	Any product, ingredient or Packaging used in the manufacture of food and beverage products.
Non-conforming	A product ingredient or Packaging that fails to meet agreed and approved specifications, the HACCP Programme or regulatory requirements.
Packaging	Any non-food Material that is used to hold, contain, protect or label any ingredient or product.
Pests	Vermin, including birds, rodents, insects and arachnids and other creatures that, by their very nature, may be harmful to food handling and manufacturing processes.
Pesticides	Chemical compounds classified as such by Food Standards Australia New Zealand (FSANZ).
Product Recall	An action taken to remove from distribution, sale and consumption, food which is unsafe.
Product Withdrawal	An action taken to remove food from the supply chain where there is a potential but yet unconfirmed food safety risk or the food safety risk has not yet been confirmed.
Quality Control Point (QCP)	A point in a process at which control is required to prevent, eliminate or minimise a potential risk to product quality.
'Ready to Eat' (RTE) / Packaged	Food or beverage that has been sealed within a package prior to entering the 'Pre-business' and remains in that Packaging until sale or consumption.
Regulatory Authority	Any duly authorised agent or employee of any government agency empowered to enforce laws relative to the food industry. Any religious organisation that defines requirements for special product certification (i.e. Kosher, Halal).
Regulatory Contact	A visit, inspection, Audit, survey, inquiry or other contact by any Regulatory Authority that results in the identification of objectionable conditions that require a response.
Regulatory Action	A seizure, embargo, Hold of any product, ingredient or Packaging, or a prosecution, injunction, citation, regulatory letter or notice of adverse findings from a Regulatory Authority or any federal, state or local court.

Recycled Material	A post-consumer use Material that has been treated, salvaged, refurbished or otherwise reworked for re-use.
Safety Data Sheet (SDS)	A compilation of safety information detailing the physical and chemical properties of a material or substance and its health hazards, exposure limits, and precautions that should be observed in its use. SDSs contain useful information such as flash points, toxicity, procedures for spills and storage guidelines.
Supplier Service Report (SSR)	A formal communication raised by a Foodbuy client (or one of its operational sites) to notify Foodbuy, and request support with, a supplier of a concern, issue or other request relating to a product, purchase, order or Non-conforming goods.
Threat Assessment Critical Control Point (TACCP)	Systematic management of risk through the evaluation of threats, identification of vulnerabilities and implementation of controls to materials and products, purchasing, processes, premises, distribution networks and business systems.
Trade Unit Number (TUN)	A unique code number and related barcode on outer Packaging of a product that can be 'read' by a 'barcode reader' or scanner.
Universal Product Code (UPC)	A unique number and related barcode on a product's Packaging that can be 'read' by a 'barcode reader' or scanner. An authorised UPC allocator or distributor allocates such numbers.
Supplier Quality Assurance (VQA)	A system designed to ensure product safety and quality is not compromised by others in the supply chain and to ensure Food Safety Standards are consistent with the supplier's food safety and quality standards.
World Health Organisation (WHO)	A specialised agency of the United Nations that is concerned with international public health.

4. SCOPE AND FOOD POLICY STATEMENT

4.1 Scope

Businesses intending to supply Foodbuy clients with food and beverage products or related services must:

1. be party to a Foodbuy 'Supplier Agreement' in accordance with the Foodbuy 'Supplier Approval Process';

2. conform to the protocols described herein;

3. complete and submit to Foodbuy the 'New Supplier Information Questionnaire';

4. have in place a HACCP-based Food Safety Programme with current accreditation, preferably GFSI approved or as a minimum CODEX HACCP as defined by the WHO, unless an alternative product safety programme to an alternative standard is specifically agreed to, in writing, by Foodbuy;

5. subscribe to the iCiX database at the supplier's cost;

6. supply to Foodbuy and its appointed VQA administrators, via the iCiX system, unless otherwise agreed by Foodbuy in writing, the following:

    i. Current HACCP / Food Safety certification;

    ii. A full copy of the most recent HACCP / Food safety Audit report (unless certified to a GFSI endorsed scheme in which case a copy of the summary document only is required);

    iii. Halal and Kosher certification – if products so prepared are supplied to Foodbuy (as requested);

    iv. Current Public Liability and Product Liability Insurance certification;

    v. Results of routine microbiological, chemical and physical testing for products supplied to Foodbuy (this can be provided in hard copy if agreed by Foodbuy);

    vi. Current Workers' Compensation Insurance certification (if required by Foodbuy);

    vii. Details of the last company traceability exercise, including the product concerned and date the test took place (as requested);

    viii. Signed declaration to confirm compliance to Foodbuy's Code of Business Conduct;

7. maintain the currency of the documents submitted via the iCiX database; and

8. In the case of a supplier of non-food products with incidental food contact, comply with the specific requirements of Section 5.1.2.

5. SUPPLIER REQUIREMENTS

Suppliers have an important responsibility in managing and maintaining all processes involved with and leading to the quality of their products.

All products supplied to Foodbuy clients shall comply with Australian laws and regulations including but not limited to the Competition and Consumer laws, the Food Safety Standards, trade weights and measurement legislation and dangerous goods legislation. The goods should also comply with any industry specific regulations that may have standards for a specific class of products for which the supplier is claiming they are a member or comply.

Essentially, there are four cornerstones supporting Foodbuy's Supplier Quality Assurance Protocol and they are:

1. The provision of Materials that consistently meet or exceed quality criteria set forth in the agreed specifications.

2. A HACCP-based Food Safety Programme (FSP) governing the production, handling, storage and transportation of food and beverage items that are supplied to Foodbuy clients (preferably a GFSI approved scheme). The FSP must also meet the requirements of any applicable state and federal legislation and be verified by a qualified third-party auditor. Compliance to alternative standards is permissible in the case of agricultural suppliers and Foodbuy will individually assess and approve such an FSP on a case-by-case basis. Unless specifically agreed in writing by Foodbuy, a HACCP-based Food Safety Programme meeting CODEX is a pre-requisite to supply.

3. Documented subsystems within the supplier's Food Safety Programme or quality management system which ensure that suppliers of products that are either components of products supplied to Foodbuy clients, or product on-sold to Foodbuy clients, are manufactured, handled, stored and transported safely and in accordance with the requirements of this VQA Protocol.

4. Systems and facility Audits conducted by qualified independent external parties with the aim of developing a high degree of safety and quality in products provided to Foodbuy clients.

5.1 Food Safety Program

5.1.1 Food Supplier Certification

Suppliers of food, beverage, food contact Packaging and certain other food and beverage related services (as determined by Foodbuy) are required to operate in accordance with an accredited HACCP-based Food Safety Programme. Suppliers shall have in place control measures to reduce the Hazards so identified to a safe level and / or to ideally eliminate them altogether.

The program must contain a documented HACCP Programme that incorporates ALL items that are supplied to Foodbuy. The steps required to be taken in the Programme must include the seven key steps as per the CODEX guidelines.

An appropriately qualified auditor, approved by Foodbuy, will audit the program at intervals appropriate to the risk, but at least annually. For more detail, see Section 7.

5.1.2 Non-Food Suppliers

Suppliers of non-food products that have incidental food contact or a significant impact on food safety, while not obliged to manufacture or distribute in accordance with a certified HACCP programme, are required, as a minimum, to demonstrate to Foodbuy (or its approved auditors) that such products are Food Safe and fit for purpose. This can be

achieved through appropriate food safety certification or an auditable due diligence process.

5.1.3 Product Risk Categorisation

Suppliers are categorised into high, medium or low risk depending on the nature of the food products supplied as per the table below. Key issues in determining food safety risk include the product's inherent nature, processing, shelf-life and profile.

Table 5.1 Risk Categorisation by Product Supplied

High Risk Product	Medium Risk	Low Risk
A Material or ingredient that due to it nature or process technology presents the greatest risk to Food Safety or brand integrity. Risks shall include Microbial, Physical, Chemical, Sensorial or Instability of the material or Ingredient.	A Material or ingredient that has some risk associated with it but not considered the greatest risk to Food Safety or brand integrity	A Material or ingredient that has the minimal risk associated with its use.
(Primarily 'Ready to Eat' (RTE) Items) BRCGS Product Categories: 6 (RTE), 7, 8, 9, 10 Origins branded product, Steamplicity components, cooked meat / poultry / fish / shellfish / molluscs, sushi / fish consumed raw, prepared fruit and vegetables, sandwiches and sandwich fillings, canapes, cooked pies / pastries, pate, patisserie, liquid milk, milk powder, cheese, ice cream, high risk cream desserts, ready meals, 'ready to eat' smoked fish, pasteurised liquid egg, ready to use ice, raw cured and fermented meats, smoothies, chocolate (on sites with raw cocoa bean / where chocolate making takes place	BRCGS Product Categories: 1, 2, 3, 4, 6 (except RTE) Raw fish (not RTE), raw meat / poultry, shell eggs, frozen / chilled bakery items, fresh soups / sauces, chilled/frozen distributors and/or chilled product storage	BRCGS Product Categories: 5, 11, 12, 13, 14, 15, 16, 17, 18 Grocery – canned products, beverages, drinks, confectionery, crisps, snacks, cereals, dried foods, condiments, alcohol, unprocessed fruit and vegetables, ambient product, wholesale storage and distribution, ambient bakery, oils and fats (including butter), cleaning chemicals, food contact products.

5.1.4 Threat Assessment Critical Control Point

Suppliers are encouraged to utilise the Threat Assessment Critical Control Point (TACCP) risk management strategy to identify and mitigate deliberate attacks on a system or process within their Food Business. Suppliers should identify a TACCP team to risk assess all potential threats to the Food Business and implement appropriate controls to prevent occurrence and identify mitigating steps should a deliberate attack take place.

The *Guide to protecting and defending food and drink from deliberate attack* (PAS96:2014) has been published and is available for reference.

5.2 Quality Policy

Suppliers shall operate, review and manage their operations and products in accordance with a quality policy. The policy will outline the suppliers' quality objectives and a commitment to supply safe products that are of good quality and meet the expectations of clients. A company director or senior manager with executive responsibility will sign this quality policy.

5.3 Document Control

Suppliers shall issue, maintain and verify quality, food safety and organisational documents. Such documents will include the HACCP Programme, process controls, recipes, work instructions, specifications, nutritional contents, records, job descriptions, illness registers and training registers.

Such documents will be maintained in a register and must represent current status, practices, and policies. Responsibility for maintenance and amendment of the documents shall be detailed and a document management system shall be in place to ensure that only current versions are in circulation. A register of document amendment, verification and issue must also be maintained.

A document retention policy must be maintained that ensures documents are held safely and in accordance with stated retention periods.

5.4 Premises, Equipment and GMP

All plant personnel, visitors and outside contractors must comply with recognised Good Manufacturing Practice (**GMP**). GMP will apply to all activities conducted in all buildings, offices and grounds and incorporate all Equipment and processes conducted by the supplier during business operations. Suppliers' premises (and those from which ingredients used in products supplied to Foodbuy clients are sourced) and practices must comply with all relevant legislation with respect to building structure, hygiene and food safety. The registration certificate for the operation of a Food Premises must be current and available at the manufacturing premises. A copy of the certificate is required to be provided. In addition, Foodbuy requires all suppliers to ensure a safe working environment for employees through effective risk assessment of the premises, Equipment and all work activities, with the primary aim to reduce risk to as low as reasonably practicable ("**ALARP**").

The HACCP Programme must address relevant GMP and should consider the following inclusions but not be limited to them and in fact should be specific to the nature of the business that is being carried out in the supplier's premises.

GMP considerations:

- All workbenches must be kept visually clean and frequently sanitised;
- Dirty or unnecessary Equipment must not be stored in work areas;
- Disposable single-use towels are to be used for wiping down;
- Floors, walls and ceilings must be well maintained;
- Storage must be either on fixed shelving elevated by at least 150mm, on mobile trolleys, or on pallets;
- There must be written cleaning procedures and schedules in place for Equipment and production areas:
  - Chlorine or quaternary ammonium-based sanitisers are recommended for cleaning / sanitising Equipment surfaces;

- o Cleaning chemicals must be stored separately from food;
- o Consideration must be given to environmental factors that could impact upon the manufacturing function that is being undertaken. This shall include local and surrounding industry, the nature of which may impact up on the food safety of the products being manufactured in the premises;
- o Floors, walls and ceilings must have a smooth and impervious washable surface;
- o Food grade pallets must be used to store or transport product and ingredients in production areas. If wooden pallets are used in storage areas, measures must be taken to ensure stock is fully protected against splinters or contamination;
- o Garbage bins must be plastic lined or part of a documented cleaning and sanitising programme;
- o No glass lighting or other glass is to be exposed or used in food handling or storage areas - lights must have Food Safe sheathing or be contained in food Safe cleanable holders with Food Safe cleanable diffusers;
- o Pollutants from the surrounding environments, such as spray drift from agricultural crops or factory exhaust, must be considered to ensure that they do not impact on the food safety of the goods being manufactured;
- o Premises should be designed to ensure good ventilation;
- o Sewerage and storm water drains are to be adequately plumbed to ensure no issues with backflow or overflow which may have an impact on food safety of the good being manufactured; and
- o There must be no other potential sources of physical contamination.

5.4.1 Equipment and Materials

All Equipment used to prepare, process, pack and cool product shall:
- Be designed to be easily cleaned;
- Be sited to allow ease of cleaning;
- Be frequently assessed to ensure it is in good condition;
- Be recorded for purposes of tracking any maintenance and inspections work that has been undertaken on a specific item of Equipment; and
- Be subject to routine swabbing or some other approved method of testing to ensure that any cleaning and sanitation task performed on the Equipment has achieved the required outcome and does not present a potential food safety risk to the products that have been produced or that will be produced when the Equipment is next used.

5.4.2 Glass / Ceramic (includes china and porcelain)

A policy for the exclusion of glass / ceramic into processing areas shall be developed, implemented and maintained. Where glass is the primary form of Packaging, procedures for storage of Packaging, handling and breakages shall be documented and implemented.

5.4.3 Wood

Policies for the exclusion of wood into high-risk food processing areas shall be documented and implemented and periodically reviewed to ascertain their effectiveness. Where wood is fundamental to the process and cannot be excluded, control measures shall be documented, implemented and periodically reviewed. Such a policy must be available for inspection.

5.4.4 Re-useable Containers

Re-useable plastic trays, buckets, tubs, polystyrene containers etc. must be in a visibly Clean condition. These must be part of a documented cleaning and sanitising schedule. Where possible, re-useable containers shall be lined with new plastic bags or liners. Polystyrene containers must be lined as above.

Suppliers should note that Foodbuy's preference is to adopt recyclable or reusable Packaging throughout the supply chain where practicable and to work with its suppliers to identify opportunities to minimise cardboard, single use plastic and wood-based Packaging across all stages of the production and delivery lifecycle.

5.4.5 Fasteners

Rubber bands, elastrator rings, binder twine, wire fasteners, metal clips or staples, or clear tape must not be used to seal Packaging. Woven polypropylene bags or multi walled bags shall be machine-sewn using a smooth finish twine. Heat sealing, folding or tying a knot in polythene bags shall be the only means of fastening the bag unless another method is agreed to by Foodbuy, in writing.

5.4.6 Food Contact Materials in Manufacturing Facilities

Foodbuy requires food and beverage suppliers to have in place, a protocol for the minimisation of risks from non-food products and manufacturing aids that have incidental food contact or present a significant risk.

This process should take the form of an auditable, due diligence process in the selection of such products conducted by a competent person or by third-party product certification, confirming the products' fitness for purpose. This due diligence process must address the suitability of such products in terms of the following:

- Batch control for chemicals used in cleaning, sanitation or Pest control;
- Biological, chemical and physical risk;
- Cleanability;
- Food contact Material;
- Foreign body contamination; and
- Toxicity.

This process is required in respect of the following products as a minimum if they are used by a food and beverage supplier to Foodbuy clients or supplied directly to Foodbuy clients. Based on an appropriate risk assessment, it should be extended to include any other items which have incidental food contact:

- Cloths / sponges / scourers / paper and hand towels;
- Cutting boards or preparation surfaces;
- Direct Contact Servicing Machines (e.g. Ice cream machines, juice and milk dispensers, ice machines);
- Glad wrap / foil / baking paper;
- Gloves and protective clothing;
- Lubricants;
- Measuring Equipment e.g. temperature / pH probes;
- Pest control chemicals;
- Sanitisers, detergents and hand soaps;
- Storage containers / crates etc.; and
- Tags and labels.

5.5 Cleaning and Sanitation

The supplier shall have in place written cleaning and sanitation procedures that identify and address all buildings, areas and Equipment. This procedure will specify the chemicals, concentrations, cleaning items and procedures that are required for the purpose. Chemicals will be approved for use in the food industry. If water temperature is used in the process to control microbial or chemical Contaminants, the temperature should be specified, measured and controlled.

A valid SDS is to be available for all chemicals used as part of the cleaning and sanitation programme must be maintained in a register on site. All chemicals shall be stored away from production and ingredient storage areas.

If pooled water is observed during the cleaning process or operations, it must be immediately rectified. All areas should be kept as dry as possible at all times.

Utensils that are wet-cleaned and air-dried must be done so in such a manner as to prevent cross contamination.

Equipment and utensils shall only be cleaned and sanitised in areas designated for that purpose – unless the Equipment design requires them to be cleaned in place.

Suppliers shall have in place an inspection routine, carried out by a specified and competent person, which evaluates the conditions that might impact on the cleaning and sanitation process and to ensure effectiveness of the cleaning and sanitation programme. Such reviews will include the building, the outside areas, employee behaviour, Materials, Equipment, methodology and frequency. Any Corrective Actions or procedural changes or adjustments must be documented.

5.6 Staff Illness, Injury and Hygiene

5.6.1 Staff Illness and Injury

The supplier shall have in place a policy that excludes staff from working in food production or handling capacities if they are suffering from any communicable diseases including cold and flu and other stomach, throat, mouth, nose or skin infections. Other health related food safety risks such as cuts, abrasions and sores will also be addressed in the policy to eliminate the risk of any infection being transmitted through food handling. Staff shall be made fully aware of their obligations in terms of reporting illness and health related issues and the supplier's policy requirements as part of a documented and verified induction programme. Staff hygiene will also be addressed as part of a regular staff-training programme.

The supplier shall document a procedure to ensure that its employees do not expose food product to any risk.

For specific rules and information on diseases for food products, refer to and abide by the staff sickness policy set out by FSANZ and relevant state health department.

5.6.2 Staff Hygiene

Suppliers shall have in place a formal, managed and retrievable pre-employment health questionnaire that is completed by all Food Handlers, and which can be provided to Foodbuy on reasonable request. A suitably qualified person must oversee the completion of the questionnaires and assess them.

Suppliers shall have a 'staff and visitor hygiene policy' that is appropriate to the risks in the supplier's process. The key components of that policy will be prominently displayed at entry points to the facilities.

The policy will address staff illness, food handling, utensil use, gloves, uniforms, hair covering, jewellery, eating, drinking, smoking, the wearing of gloves and footwear.
The application of this policy must be monitored and records maintained.

5.7 Pest Control

The supplier shall develop, document and implement procedures for the prevention and control of insects, rodents, birds and other Pest infestation in and around all production and distribution facilities.

5.7.1 Pest Control Contractor

The Supplier must procure the services of a Pest control contractor. The Pest control contractor's role is to execute a tailored programme designed to eliminate Pests at the site. Such a programme is to be conducted in close liaison with management and staff. The Pest control contractor's objective is, through safe and responsible control measures, to provide for a Pest-free operation.

The Pest control contractor must:

- be licensed (ensure license is applicable to the Pest control industry);
- be fully trained in application and used of Pest control equipment and chemicals;
- have a sound knowledge of and experience in Pest control in a Food Premises governed by a HACCP programme and associated statutory requirements; and
- hold current Public Liability and Workers Compensation insurance.

Control programmes shall as a minimum include specific action to prevent the presence of rodents, cockroaches, flying insects, crawling insects and other animals.

The Pest control contractor shall be provided with a site map on which the Pest control contractor will identify precisely where the various types of Pest control devices are used throughout the facility including the external surrounds of the premises. The site map should be amended as and when Pest control devices are relocated and/or added. The site map should be signed and dated on each inspection to verify its accuracy.

A signed copy of the agreed Service Specification or Service Level Agreement covering Pest control contractor contact details, Pests covered by the service, areas of the facility included in the service and chemical control agents that are to be used on the site should be readily available.

All Pesticides used at the facility must be approved by the appropriate Regulatory Authority. A copy of the SDS for all Pesticides that are used on site must be provided and readily available for employees' reference.

The Pest control contractor, on completion of their site work, shall provide the supplier with a copy of their service report. The service report should contain details of:

- Any follow up required based on Pest activity;
- Any other issues noted in the facility that may have an impact on Pest control (e.g. house-keeping issues);
- Batch numbers of all products used;

- Chemicals used and areas in which they are used;
- Services that has been undertaken during the visit detailing all work carried out whether routine or otherwise, including, areas covered, insects / Pests targeted, any updates to bait stations or any other insect monitoring devices; and
- The person conducting the Pest control service.

All Pest sighting and activity reports must be signed and dated by the Pest control contractor – even if no activity is noted.

Records of all Pest activity, treatments, chemicals (including batch codes) and locations of Pest management devices must be maintained and accurate at all times.

Pest control contractors must be familiar with, and capable of operating in line with the requirements of the Food Safety Program that governs the facility in which the service is provided. All Pest control contractors must be appropriately qualified and licensed. Services are not to be provided by trainees or other unqualified and unlicensed person except under the direct supervision of a qualified and licensed Pest control contractor.

Pest sighting reports must be appropriately located and signed as read by the Pest control contractor during each visit even if no entry is recorded thereon.

5.7.2 Pest Proofing Premises

External openings must be effectively screened to prevent the entry of Pests, including flying insects, rodents and birds. This includes ensuring doors and windows are shut immediately after use and kept in a state of good repair. Seals and footings are to be fitted with excluders. Grounds and gardens must be well tended, cut and the accumulation of debris must be avoided.

Insect Trapping Devises (ITDs) or 'Insectocutors', if installed, must be switched on, well maintained, and sited in appropriate locations in production areas. ITDs should be sited away from workbenches and stored items and should not be positioned in such a way as to attract insects to the area.

If extermination is by electrocution, a device must be fitted to the 'electrocutor' to ensure insect body parts or eggs do not contaminate the surrounding area after contact with the electronic device. Glue boards are a preferred trapping method.

External waste containers must be maintained so as not to attract birds or rodents. They are to be cleaned and sanitised frequently and in accordance with a documented programme.

5.8 Temperature Control

The supplier shall have in place documented procedures designed to ensure that all foodstuffs that require controlled temperature storage are so held and that the temperature is monitored at appropriate intervals. Temperature abuse of temperature sensitive foods presents a significant risk of food borne illness and temperatures of stored ingredients, work in progress and finished goods shall be addressed in the Hazard analysis and decision process in determining Critical Control Points. Frequency of monitoring shall be carried out in accordance with the HACCP programme but never less than twice daily. Automatic temperature recording using electronic logging is only acceptable if the cool rooms are fitted with an alarm and limit breach indicator. All such breaches must be recorded with time, date, Corrective Action and authorised signature.

Cold rooms, refrigerators and freezers shall be equipped with calibrated temperature gauges. Gauges must be calibrated at least annually against an International Accreditation New Zealand (**IANZ**) traceable probe.

Table 5.2 Storage Critical Limits

Cold rooms, refrigerators and chillers	≤ 5°C
Freezers	≤-15°C
Seafood cold rooms	≤ 5°C

Supplier is responsible for all such conditions including to the point of delivery to the Foodbuy client site and for keeping accurate records to verify the product temperature at the final point of delivery at the client site or receipt by the client.

5.9 Calibration

Suppliers shall ensure that Equipment used to monitor Critical Control Points is in good working condition and checked regularly to ensure it is effectively calibrated. The supplier shall have, as part of their Food Safety Programme, a procedure to ensure that all Equipment used to measure, inspect or test product or processes are reading accurately at the time of use. The Equipment should be set up and operated according to the manufacturers' specifications and requirements.

The procedure shall include but not be limited to the following:

- A means of identifying Equipment that is out of calibration;
- A method for identifying and reviewing any product that has been produced before the Equipment was found to be out of calibration and records of all calibration activities for Equipment that is critical to the safety of the food;
- A recognised method for undertaking the calibration of the Equipment, the frequency at which calibration is performed, and the acceptable tolerance or degree of accuracy for the piece of Equipment, relevant to the tests being performed;
- A register of all Equipment that is used for measuring or testing or inspecting products; and
- A unique identification tag for the Equipment (if more than one is in use).

5.10 Labels and Label Controls

Suppliers of food and beverage Materials (whether ingredients or 'ready to eat' products) to Foodbuy clients shall have documented controls in place to ensure correct and accurate labelling.
Label control shall include safeguards to ensure that labels applied to Materials produced for or supplied to Foodbuy clients meet all specification and information needs of Foodbuy and local and federal government legislation.

Ingredient / raw Material labels will include, as a minimum:

- Allergens;
- Lot / batch numbers;
- Manufacture date or best before or use by date;
- Name, address and telephone number of the manufacturer or co-packer;
- Net contents; and
- Nutritional information, in accordance with government legislation.

Individually Packaged foods and 'ready to eat' food must be labelled in such a way as to fully comply with the Food Safety Standards and amendments. Labels shall include the following:

- 'Best Before' and 'Use By' dates as applicable;
- Country of origin if outside Australia;
- Declaration of genetically modified foods if applicable;
- Declaration of irradiated foods if applicable;
- Directions for use and storage (such as "keep refrigerated" or "room temperature / ambient, refrigerate after opening");
- Ingredient list, in descending order of ingoing weight;
- Lot Identification or 'Packed-On "date, as a minimum, this must be traceable to the date of manufacture / packaging;
- Mandatory advisory statements if applicable;
- Mandatory declaration of certain substances in food (Allergen declaration);
- Manufacturer name and address;
- Name of food;
- Net weight or volume;
- Nutrition information panel;
- Percentage labelling of characterising ingredients if applicable;
- UPC / EAN / TUN details (as required).

NOTES
1. Some items may be exempt from some aspects of labelling (e.g. nutrition information) due to the small size of the package. Refer to the Food Safety Standards.
2. Although sandwiches are exempt from nutrition labelling, please note nutrition panel labelling may be required to be consistent with a standard label format.
3. Legibility requirements shall be met where applicable.
4. Labelling Materials shall be non-odorous, non-offensive, non-toxic and appropriate for use in the food industry.
5. Re-useable containers, outer cartons, pallets etc. must be labelled to fully comply with the Food Safety Standards, and amendments, or must be labelled to comply with Foodbuy site-specific labelling requirements where required. Foods supplied in re-useable containers must be packaged to enclose and protect the food.
6. Where a supplier undertakes to supply a new product to any Foodbuy client, either initiated by the supplier and approved by Foodbuy and the Foodbuy client or by client request, the responsibility for ensuring the correct labelling content is provided to each new product lies solely with the supplier. The supplier should not confirm ability to produce and/or deliver such new or amened products until such revised, accurate and approved labelling is in place prior to shipment.

5.11 Recall

In line with HACCP requirements and the Food Safety Standards, suppliers of any Material to Foodbuy must have an effective Product Recall protocol in place. Suppliers must also have a Product Withdrawal protocol in place. Such protocols must meet the requirements of FSANZ.

5.11.1 Mock Recall

To ensure the effectiveness of the traceability system, the Product Recall protocol and Product Withdrawal protocol shall be tested in line with the requirements of the chosen food accreditation standard, but not less than annually. This can be in the form of a mock

recall or withdrawal. The mock recall or withdrawal must be carried out in full, from both a food product supplier and a food contact product supplier, through all stages of storage and distribution to Foodbuy client sites. All mock recalls and mock withdrawals shall be communicated effectively to units with the affected quantities fully reconciled. The mock recall or withdrawal should confirm that all information contained in the Product Recall protocol or Product Withdrawal protocol (as applicable) is current and up to date.

All details of the mock recall or withdrawal shall be documented. Suppliers are required to submit details (product name, DOP, date of challenge) of their challenge results to Foodbuy or its appointed VQA Administrators on an annual basis.

The mock recall or withdrawal should include forwards and backwards traceability of the product in the supply chain.

5.12 Traceability

Suppliers or co-packers of food and beverage Materials for Foodbuy shall have a system in place to identify and trace the finished product, the ingredients or Packaging, including the ability to establish the production history of all components of a product lot/batch and the complete Disposition of the lot/batch (where and when received, shipped, used or destroyed). The system will record requirements as listed in Table 5.3.

Table 5.3 Traceability requirements

Lot / batch / manufacturing period	The time period during which a defined quantity of a product, ingredient or Packaging was produced, and if relevant on which specific piece of Equipment.
Lot number / batch number	A unique number that is traceable to documents that identify a specific lot/batch, its production history and date of manufacture.
Production records	Documents detailing the history of a lot/batch of finished product, ingredients or Packaging. These documents are to include amounts and lot/batch number of all raw Materials, primary Packaging, rework, processing steps, control charts, test results, amounts, products, formal releases and Disposition.

A system will be in place that enables the supplier or co-packer to rapidly trace the entire history of a specific lot/batch. This will include identification of all raw Materials, single-use primary Packaging, rework, process conditions and the clients to whom the lot / batch was distributed or the methods of disposal. Controls are to be in place to ensure the suitability of re-usable primary Packaging.

As a supplier to Foodbuy clients, Foodbuy may request and supplier must provide, an initial and ongoing suite of product related data that will enable Foodbuy to adequately record, track, identify and state the supplier and its product attributes within the Foodbuy master data platform. Such requirements may change over time and will be formally confirmed and requested by Foodbuy, to be supplied and managed over time by the supplier.

5.13 Hold and Release Procedures

The supplier shall have effective controls in place to prevent the use of Non-conforming Materials within its operations. These controls should be documented and records maintained.

Any Material suspected or confirmed to be Non-conforming, failing a CCP or potentially contaminated will be placed on Hold immediately upon discovery. Each pallet or other shipping unit will be physically identified as "on hold".

The operation shall have effective controls in place to prevent the shipment of Non-conforming Materials to clients.

There shall be a clearly established and documented procedure for the method used for identifying stock that is Non-conforming and "on hold", including the use of clearly recognisable 'HOLD' stickers (or similar labels) and physical segregation where possible. This system will be used in addition to any computer control systems. The quantity of the Material identified as Non-conforming shall be recorded and verified daily when there is no immediate decision as to the Disposition of the product or where it is pending analysis or further testing.

When any Material is either inadvertently released from Hold or is suspected of Non-conformance but has already been shipped, the relevant Foodbuy Executive, Purchasing Representative, Site Manager and VQA Administrator will be notified immediately by phone, followed by written or emailed confirmation.

Documented authorisation is required for all release actions. Code dates, quantities involved and release actions shall be determined and documented and release actions shall be completed in a timely manner.

5.14 Notifications and Regulatory Contact

Suppliers or co-packers of food and beverage items or Materials to Foodbuy shall have a system in place to ensure Foodbuy is notified of any Regulatory Actions or product retrievals that may relate to Materials produced for, or supplied to, any Foodbuy client site(s). The supplier is required to immediately contact the relevant Foodbuy representative and VQA Administrator by phone, followed by an email when any Foodbuy products, ingredients or Packaging is directly or indirectly the subject of a Regulatory Contact or action.

All products that might be supplied to Foodbuy, represented by that sample, must be placed "on hold" and subjected to the Hold / release protocol as describe in this document.

Furthermore, if Regulatory Authorities identify conditions that may violate laws or regulation, immediate Corrective Action shall be taken, the Foodbuy representative and VQA Administrators are to be immediately notified by phone and email, followed by formal written letter to the relevant Foodbuy representative.

Similarly, if any food safety complaint or breach of VQA or regulatory standards is reported to a supplier by one of the suppliers' suppliers and if such a breach were to be likely to affect product supplied to Foodbuy clients, all steps as described above are to be taken with the Foodbuy representative, Purchasing Representative and VQA Administrators by phone and email, followed by formal written letter to the Foodbuy representative.

5.15 Supplier Quality Assurance Programme

All suppliers including wholesalers who supply Foodbuy clients shall have in place a supplier control programme of their own. Such a programme must ensure that any food stuffs, beverages, Materials, consumables and services used in the preparation of products supplied to Foodbuy clients, or are resold to Foodbuy clients, are purchased from approved suppliers whose operations, production, handling and delivery are conducted in accordance with a HACCP-based Food Safety Programme.

The HACCP-based Food Safety Programme must meet the criteria set in this VQA Protocol and be appropriate to the type of manufacturing, production or growing undertaken by the lower tier supplier.

In the case of wine, beer and spirit suppliers, while desirable, it is not essential that suppliers of grain, grapes and other agricultural products have in place a HACCP-based Food Safety Programme. It is acceptable for beer, wine and spirit suppliers to demonstrate that appropriate precautions are in place to manage the food safety risks - physical, chemical and microbiological. 'AsureQuality' Approved Supplier Programme and 'Freshcare', are examples, of an acceptable alternative to a certified HACCP program.

A supplier's supplier control programme will be similar to this one in that it shall include the periodic evaluation of the supplier's performance and facilities and will include documented feedback to the supplier regarding performance levels where appropriate. Suppliers, wholesalers, co-packers or wholesalers who supply Foodbuy will have written specifications for purchased Materials and services, and a documented program will be in place to verify that supplied Materials and services meet the specification on receipt. The supplier must employ a system that keeps records of their suppliers' certification, expiry and Corrective Actions

A system will be in place to ensure that Materials that are purchased or subject to servicing, which do not meet specifications, regulatory or HACCP Programme requirements are subject to product Hold / release controls.

Suppliers, including wholesalers, will be audited and required to provide documentation to Foodbuy or its appointed VQA administrators to demonstrate that all their suppliers have a satisfactory HACCP Programme in place.

5.16 Allergen Control

The supplier shall employ effective measures that shall prevent unintended Allergens contaminating product. An Allergen management plan shall be developed, documented and implemented. The plan should include but is not limited to:

- A system for identifying raw Materials that contain Allergens;
- A list of Allergens on site;
- An Allergen matrix for identifying finished products that contain an Allergen and the specific Allergen which it contains;
- Control measures that are in place to prevent cross contamination from Allergen containing products to non-Allergenic products;
- How Allergens spills are dealt with;
- How products which are potentially contaminated are handled and identified within the system;
- How rework is handled;
- Obtaining raw Material specifications listing the Allergens within each raw Material;
- Procedures stating how Allergens are handled throughout the process, stored, packaged and labelled;
- Production scheduling;
- Staff training with regards to Allergens; and
- Validation and verification processes.

All products will be reviewed regularly to determine whether Allergens are present. Any Allergen claims must be supported with documented evidence and any test or validation

results must be kept on file. All procedures and documentation should be reviewed at least annually or when there is a change at the facility.

The online tool VITAL can be used where appropriate for Allergen labelling on finished product. If an alternative method for Allergen labelling is to be used, then it needs to be equally effective.

Allergens include but are not limited to the following:

- Cereals and cereal products containing gluten;
- Crustaceans and molluscs and their products;
- Egg and egg products;
- Fish and fish products;
- Milk and milk products;
- Tree nuts and tree nut products;
- Sesame seeds and their products;
- Soybeans and their products;
- Lupins and their products; and
- Added sulphites in concentrations of 10 mg / kg or more

Set out below are recommended controls for handling and using Allergens. However, this list is not exhaustive and food processing / manufacturing activities and industry best practice are to be taken into consideration.

- Wash hands thoroughly before preparing Allergen-free products;
- Cover and store all Allergens in sealed containers to avoid cross contamination of raw Material;
- Design of premises and equipment located suitably ensuring cleaning is effective to avoid cross contamination;
- Effective cleaning program should be in place to ensure all Allergen residual is removed from Equipment, tools and utensils after use;
- Finished products should be labelled in accordance with the requirements set out in the Food Safety Standards;
- Schedule production to allow non-Allergen products to be produced first or on separate days;
- Store Allergens in a manner that will not contaminate non-Allergen ingredients / finished products;
- Thorough washing of all utensils, cookware and equipment between Allergen and non-Allergen products / ingredients in the event that separate utensils, cookware or equipment cannot be used;
- Training for staff in Allergen control techniques with staff able to demonstrate knowledge of the relevant procedures for the work area;
- Use of protective clothing where appropriate; and
- Use of separate utensils, cookware and Equipment where possible.

5.17 Training

Suppliers shall ensure that all activities, duties or other functions that influence the quality or safety of a product or service supplied to Foodbuy clients, or any activity relating to CCPs or QCPs, are carried out by appropriately trained personnel.

All food handling staff will undergo basic HACCP and food safety training before undertaking any food handling duties or working in food handling areas. Training will include

'good personal hygiene' with training records for each individual staff member available on file. Furthermore, staff shall have attended refresher training during any two-year period to ensure food safety training is current and relevant to the supplier's operations and products.

At least one member of the management team will have attended a formal HACCP training course enabling the attendee to manage a HACCP programme, conduct internal HACCP Audits and run HACCP meetings and procedure reviews.

Furthermore, at least one member of the management team will demonstrate 'Continuing Professional Improvement' (CPD) by being a member of a recognised institute or industry association and undertake training or obtain recognised qualifications pertinent to the industry or service provided by the supplier.

A regular review of staff training shall be conducted to ensure all staff training is current. All training will be documented in terms of attendance, subject matter, training provider and effectiveness.

Training procedures will ensure that activities are in place to verify the effectiveness of the training and to correct any problems that are identified.

5.18 Recycled Material

Suppliers of Packaging Materials to Foodbuy clients shall have a system in place to notify Foodbuy clients of any Materials supplied that contain Recycled Material.

The type and quantity of Recycled Material used in Packaging must comply with any stated specifications of Foodbuy. The supplier will be responsible for ensuring that the Recycled Materials are Food Safe and appropriate for inclusion into the manufactured Packaging item.

The relevant Foodbuy representative must be advised prior to any reformulation, of any change of supplier or other action bearing on the use of Recycled Materials for products purchased by Foodbuy clients.

5.19 Product Specifications

Product specifications are a key component of a HACCP-based Food Safety Programme. As such, products must be assessed regularly to ensure they comply with that specification. Product specifications for all items supplied to Foodbuy clients shall be available for inspection by Foodbuy or its nominated delegate. Accurate specifications shall be on file for all Foodbuy client proprietary food products, 'Ready to Eat' products, fresh/frozen prepared and unprepared fruit and vegetables and fresh/frozen meat, poultry, fish and shellfish and food contact Packaging/disposables. Specification information should be in the required format at relevant locations using a systemised process for the storage and retrieval of information. Suppliers of loose or bulk food products without individual Packaging or labels shall ensure that product specifications are made available to Foodbuy clients when products are purchased. At all times product specifications will include:

- Acceptance / rejection criteria and tolerances;
- Allergen Information;
- Coding Information;
- Country of origin;
- Ingredient listing;
- Labelling;
- Nutritional Information;

- Pack format;
- Process details;
- Product description;
- Product photograph;
- Shelf life;
- Specific handling;
- Storage requirements; and
- Unit of measure.

5.20 Product Testing

An embedded risk-based schedule shall be in place for an appropriate amount of physical, microbiological and chemical testing of Foodbuy client proprietary foods products, 'Ready to Eat' products, fresh / frozen prepared fruit and vegetables, fresh / frozen meat, poultry, fish, shellfish, food contact Packaging / disposables and other products as appropriate. Microbiological and chemical testing should be completed using a NATA accredited laboratory. Physical, Microbiological and chemical attributes shall be verified against relevant specifications and applicable legislations using the supplier's routine analytical results during desk-top / physical audit of suppliers.

A procedure shall be in place for communicating all out of specification results to Foodbuy and taking appropriate action. All corresponding documentation shall be maintained on file.

5.21 Weights and Measures

The supplier shall have a programme in place that accurately measures and controls product and ingredient weights and measures. The policy will ensure compliance with all applicable regulatory requirements and any further specifications detailed in the Foodbuy Supplier Agreement. The programme shall include process controls, routine scale calibration and Corrective Action procedures.

5.22 Laundry

Suppliers of laundry services, towels, linen and other laundry services will ensure that all laundry operations comply with AS/NZS4146 and that premises and practices shall comply with all relevant federal and local legislation with respect to buildings, hygiene and safety.

In terms of food safety, laundry operators will ensure that their operations are compatible with Foodbuy's requirements including the requirements of the Foodbuy Supplier Agreement. This will include the use of appropriate cleaning agents, transport, storage and product protection and handling techniques.

5.23 Packed Cutlery

Manufacturers and packers of pre-wrapped cutlery packs, whether containing disposable or reusable items, shall operate in accordance with the terms of this protocol and in accordance with a certified HACCP-based Food Safety Programme.

Premises and storage facilities will all be suitable for its purpose and comply with building, hygiene and food safety requirements. Transport will be undertaken in an appropriate manner and in appropriate vehicles and handled at all times as if it were a food or food contact product.

5.24 Records and Record Keeping

Suppliers shall maintain and archive all records and documentation (including microbiological data) associated with food safety, food quality, specifications, delivery, handling and transport and any other documentation required by this VQA Protocol.

Records must be maintained for at least the shelf life of the product or ingredient but never less than two years. These records must be available for review by Foodbuy as required.

5.25 Packing, Storage and Palletisation

Packing of all food and beverage Material supplied to Foodbuy clients will be conducted in sanitary premises that are fit for the purpose, comply with the Food Safety Standards and applicable local legalisation.

All Packaging Materials shall be Clean, dry, free from contamination, rodent infestation, oil, odour, chemical and foreign matter.

Polythene bags used for pre-packing shall be new. Such bags that are of a food contact nature must be made from virgin Material and appropriate for that purpose. Use of any Recycled Material in such items requires the written permission of Foodbuy.

Broken carton quantities of food must be re-packed and such Packaging used to do so will also comply with these requirements. Where possible, glass should not be used to pack foodstuffs.

Prior to use, Packaging Material must be stored above ground and be covered to prevent contamination. Food supplied in reusable containers must be packaged so as to totally enclose the food at all times.

5.26 Responsible Sourcing

Suppliers are to have in place policies to address Sustainable and Ethical Sourcing relating specifically to the products the supplier manufactures and activities the supplier undertakes ensuring the elements set out below are addressed.

Suppliers are also required to comply with the *Modern Slavery Act 2018* (Cth) ("**Modern Slavery Laws**") which came into force on 1 January 2019 and established Australia's national Modern Slavery reporting requirements under which businesses are required to report and publicise the incidence of modern slavery in their supply chains.

5.26.1 Animal Welfare

Foodbuy recognises and understands concerns about the welfare of animals in our global supply chain. Products derived from animals must comply with all applicable legislation relating to animal welfare in the country of production.

Foodbuy is committed to animal welfare and endorses the Farm Animal Welfare Council (FAWC) Five Freedoms principles for animal welfare which are:

1. Freedom from hunger and thirst - access to fresh water and a diet for full health and vigour;
2. Freedom from discomfort - an appropriate environment with shelter and comfortable rest area;
3. Freedom from pain, injury and disease - prevention or rapid treatment;

4. Freedom to express normal behaviour - adequate space and facilities, company of the animals' own kind; and

5. Freedom from fear and distress - conditions and treatment which avoid mental sufferings.

5.26.2 Beef

Beef shall meet all applicable regional and national legal requirements and no beef is sourced from the Amazon Biome or other areas of known deforestation.

5.26.3 Environmental Management

Foodbuy is committed to ensuring that it minimises its impact on the environmental surroundings in which it operates. Important in this is the encouragement and promotion of responsible and sustainable practices within its supply chain.

To ensure that Foodbuy follows environmental best practice in this regard, it aspires to meet the sustainability expectations developed by Foodbuy as part of its Global Supply Chain Integrity Standard. All suppliers are requested to:

1) Uphold all applicable regional and national legal requirements on waste, water and energy management;
2) Adhere to the principles of the waste hierarchy;
3) Conduct annual facility maintenance checks to ensure water, waste and energy efficiency;
4) Promote products and behaviours that help employees and clients lower their use of water and energy and production of waste;
5) Measure and document all energy consumption; and
6) Implement and/or maintain an environmental management system certified to ISO 14001.

5.26.4 Ethical Trade

The Ethical Trading Initiative (ETI) Base Code principles are embraced and these are reflected in the Foodbuy Code of Business Conduct and Code of Ethics.

The Base Code principles are:

- Child labour shall not be used;
- Employment is freely chosen;
- Freedom of association and the right to collective bargaining is respected;
- Living wages are paid;
- No discrimination is practised;
- No harsh or inhumane treatment is allowed;
- Regular employment is provided;
- Working conditions are safe and hygienic; and
- Working hours are not excessive.

The Foodbuy Code of Business Conduct and Code of Ethics documents can be accessed through the following links:

Code of Business Conduct

Code of Ethics

5.26.5 Fish and Seafood

Foodbuy is focused on increasing the amount of certified sustainable fish served each year and recognise the Marine Stewardship Council (**MSC**), Aquaculture Stewardship Council, GAA Best Aquaculture Practice and GlobalCAP certification schemes. Suppliers of fish and seafood are requested to ensure that all products procured are from sustainable sources, with no products sourced that are listed on the Marine Conservation Society (**MCS**) as unsustainable.

5.26.6 Palm Oil

Palm oil is used in a wide variety of foods. Oil palms are highly efficient producers of high quality, versatile oils but they only grow in the tropics, where their cultivation can have negative impacts on the environment.

Foodbuy requests that suppliers:

- Are not knowingly sourcing palm oil produced from the deforestation of high-conservation forests or landscapes;
- Are transparent about the use of palm oil; and
- Understand and explore viable alternatives to palm oil.

5.26.7 Soy

The use of soy as an animal feed or direct food stuff has a similar impact on deforestation as palm oil, the areas most affected being in South America.

Foodbuy requests that suppliers are:

- Not knowingly sourcing soy and soy derivatives produced from the deforestation of high-conservation forests or landscapes; and
- Transparent about the use of soy and soy derivatives.

5.26.8 Timber and Wood Products

Through the implementation of environmental management principles such as the waste hierarchy (reduce, reuse, recycle), Foodbuy is committed to increasing the recycled content across the range of timber and pulp products used. All suppliers of timber and wood products are to ensure that such products meet all applicable regional and national legal requirements and shall not be linked to illegal trade in timber or timber products.

5.27 Commitment to Continuous Improvement

Suppliers shall demonstrate a commitment to continuous improvement. In so doing, suppliers will have in place a procedure to recognise and implement improved methodologies and efficiencies. System reviews shall not only ensure that quality, safety and compliance issues are maintained but also modified to reflect evolving requirements and improved techniques and methodologies.

6. DELIVERY PROTOCOLS AND TEMPERATURES

6.1 Delivery Protocols

Transport and distribution of food is an important function in the handling of food and beverage products and must be subject to the controls of a supplier's HACCP-based Food Safety Programme.

Goods may be received either at a site operated by the relevant Foodbuy client or elsewhere as nominated by the relevant Foodbuy client. Wherever such goods are received, they will be subject to inspection in accordance with the client's incoming goods procedure.

If a delivery / storage / logistics contractor is employed by the supplier to store and / or deliver a supplier's goods to the Foodbuy client sites, that contractor must operate in accordance with their own HACCP programme and be subject to the requirements of the supplier's VQA programme. Alternatively, the contractor may be included in the supplier's own Food Safety Programme. In such cases, food safety measures, protocols and controls must include all the contractor's operations as they pertain to the handling of the supplier's products.

Temperature controlled vehicles will be equipped with thermometers and temperatures of chilled or frozen goods in transit shall be logged regularly and not less than every four hours. Records of that log must be available for inspection at the point of delivery or, in the case of electronic data recording, be available as soon as such data is downloaded. If temperature data is recorded automatically, the system must incorporate an alarm mechanism that alerts both the custodian of the stock and the receiving site as to a temperature safety range breach. Products will be kept clear of the floor, remain covered and be handled in accordance with food handling practices. Food stuffs will not be carried with other products that present a high risk of contamination such as chemicals, waste or dangerous goods. If carried with other non-food products, measures must be in place to segregate the stock and eliminate the risk of cross contamination.

Vehicles will be cleaned and sanitised in accordance with a cleaning schedule and records of cleaning and chemicals used must be maintained in a cleaning log.

Vehicles will be regularly serviced in accordance with the manufacturer's recommendations and records maintained. Thermometers shall be calibrated in accordance with the requirement of the HACCP Programme governing the vehicles.

6.2 Delivery Temperature Critical Limits

Products delivered to Foodbuy client sites are required to meet the temperature criteria listed in **Table 6.1.** The supplier shall allow the Foodbuy client representatives at the site or delivery location to inspect and measure temperatures. If delivered to a Foodbuy client-controlled site, suppliers of Non-conforming goods shall be notified of the issue via the Supplier Service Report (SSR) process.

Table 6.1 Delivery Temperature Decision Chart

Product category	Actions		
	Accept	Discretionary Local management discretion	Reject / on hold Area / General Manager discretion
		Minor Non-conformance	Major Non-conformance

Chilled perishable products, fermented goods and seafood	≤5.0°C	>5.0° - ≤7.0°C	>7.0°C
Frozen products	≤-15.0° or HF	>-15.0° - ≤-12.0°C	>-12.0°C
Whole eggs and chocolate-based confectionary	≤22.0°C	>22.0°C	
Exceptions			
Bread, cakes, cakes with mock cream, fruit slices or fruit pies, icing, pastries without cream or custard and rolls	Quality check and acceptance at Site Manager's discretion		
Fruit and vegetables (except sprouts, cut or peeled vegetables and prepared salads which would be considered chilled perishable products)	Quality check and acceptance at Site Manager's discretion		

PRODUCT TESTING

Foodbuy expects all food and beverage products supplied to Foodbuy client sites and warehouses to comply with the product testing specifications as set out below. It is highly unlikely that testing will be carried out by Foodbuy clients on goods as they are delivered and, in the course of normal events, product cannot be subjected to a 'receive or return' decision at this point. Foodbuy clients may carry out routine testing and adverse results will be addressed with suppliers, as they become known.

Instead, Foodbuy requires suppliers to maintain an embedded risk-based testing schedule for physical, chemical and microbiological attributes for Foodbuy client proprietary food products, 'Ready to Eat' products, fresh/frozen prepared fruit and vegetables, fresh / frozen meat, poultry, fish, shellfish, food contact Packaging/disposables and other products as appropriate. The testing regime should be sufficient to validate the specification of products and should meet all regulatory requirements. Results of such testing must be available to Foodbuy at all times.

The supplier must also have in place a procedure for communicating out of specification results to Foodbuy. Appropriate Corrective Action must be taken and must be documented. Documentation is to be retained on file.

If requested test results shall be posted on the iCiX site or forwarded to the Foodbuy VQA administrators for review.

6.3 Microbiological and Chemical Testing Limits

Biscuits	
Standard plate count	<10,000 cfu/g
Moulds	<100 cfu/g
Yeast	<100 cfu/g

Bread and bread products – plain and fruited	

Standard plate count	<200,000 cfu/g
Bacillus cereus	<100 cfu/g
Moulds	<1,000 cfu/g
Rope-forming microorganism	<1,000 cfu/g
Yeast	<1,000 cfu/g

Bread and bread products – grains	
Standard plate count	<200,000 cfu/g
Bacillus cereus	<100 cfu/g
Moulds	<1,000 cfu/g
Rope-forming microorganism	<1,000 cfu/g
Yeast	<1,000 cfu/g

Bread and bread products – par baked	
Standard plate count	<100,000 cfu/g
Bacillus cereus	<100 cfu/g
Moulds	<1,000 cfu/g
Rope spores	<1,000 cfu/g
Rope-forming microorganism	<1,000 cfu/g
Yeast	<1,000 cfu/g

Cakes – shelf stable	
Standard plate count	<50,000 cfu/g
Bacillus cereus	<100 cfu/g
Coagulase positive Staphylococci	<100 cfu/g
Moulds	<1,000 cfu/g
Yeast	<1,000 cfu/g

Canned foods	
Commercial sterility	Commercially sterile

All cheeses	
Coagulase positive Staphylococci	<100 cfu/g
Escherichia coli	<10 cfu/g
Listeria monocytogenes	Not detected in 25g
Moulds (except mould ripened cheeses – N/A)	<100 cfu/g
Salmonella	Not detected in 25g
Yeast (except mould ripened cheeses – N/A)	<10,000 cfu/g

Cream	
Standard plate count	<100,000 cfu/g
Coliforms	<100 cfu/g
Listeria monocytogenes	Not detected in 25g
Salmonella	Not detected in 25g

Desserts – chilled 'ready to eat'	
Standard plate count	<50,000 cfu/g
Bacillus cereus	<100 cfu/g
Coagulase positive Staphylococci	<100 cfu/g
Coliforms	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25g
Moulds	<1,000 cfu/g
Salmonella	Not detected in 25g
Yeast	<1,000 cfu/g

Dried fruits	
Standard plate count	<100,000 cfu/g
Coliforms	<100 cfu/g
Escherichia coli	<3 mpn/g
Moulds	<1000 cfu/g

Salmonella	Not detected in 25g
Yeasts	<10,000 cfu/g

Ice cream and edible Ices – soft serve, gelato	
Standard plate count	<50,000 cfu/g
Coliforms	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25 g
Salmonella	Not detected in 25g

Meat – 'ready to eat' / reheat	
Standard plate count	<100,000 cfu/g
Coagulase positive Staphylococci	<100 cfu/g
Enterobacteriaceae	<1,000 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25 g
Salmonella	Not detected in 25g

Meat – raw marinated / value added – including salted / pickled etc.	
Standard plate count	<1,000,000 cfu/g
Enterobacteriaceae	<10,000 cfu/g
Escherichia coli	<3 mpn/g

Meat – fresh to be cooked – including sausages, burger patties and mince	
Standard plate count	<1,000,000 cfu/g
Enterobacteriaceae	<10,000 cfu/g
Escherichia coli	<3 mpn/g
Nitrites (excluding sausages)	<125 mg/kg
Sulphur dioxide (excluding mince)	<500 mg/kg

Meat (additional tests to be carried out for value added products) – stuffed, crumbed – to be cooked	

Bacillus cereus	<100 cfu/g
Moulds	<10,000 cfu/g
Yeast	<10,000 cfu/g

Milk – pasteurised	
Standard plate count	<100,000 cfu/g
Campylobacter	Not detected in 25g
Coliforms	<10 cfu/g
Listeria monocytogenes	Not detected in 25 g
Psychotropic organisms	<100 cfu/g
Salmonella	Not detected in 25g

Pastries – pies, sausage rolls etc.	
Bacillus cereus	<100 cfu/g
Coliforms	<100 cfu/g
Coagulase positive Staphylococci	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria species	Not detected in 25 g
Moulds	<1,000 cfu/g
Salmonella	Not detected in 25g
Yeast	<1,000 cfu/g

Poultry – raw carcass, pieces, marinated, value added	
Campylobacter	<1,000 cfu/g
Enterobacteriaceae	<1,000,000 cfu/g
Standard Plate Count (carcass/whole bird)	<100,000,000 cfu/cm^2
Standard Plate Count (pieces and portions)	<100,000,000 cfu/cm^2

Poultry – cooked, smoked, 'ready to eat'	
Standard plate count	<1,000,000 cfu/g

Campylobacter	<1,000 cfu/g
Coagulase positive Staphylococci	<100 cfu/g
Coliforms	<10 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25g
Salmonella	Not detected in 25g

Poultry – raw	
Standard plate count	<10,000,000 cfu/g
Campylobacter	<1,000 cfu/g
Coliforms	<1,000 cfu/g
Escherichia coli	<3 mpn/g
Sulphur dioxide	<500 mg/kg

Poultry (additional tests for value added products) – crumbed, stuffed – to be cooked	
Bacillus cereus	<100 cfu/g
Moulds	<10,000 cfu/g
Yeasts	<10,000 cfu/g

Produce – high risk (including cut fruit / vegetables, 'ready to eat' / heat, cut salad / vegetable mixes, mushrooms, berries, fresh herbs)	
Coagulase positive Staphylococci	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	<10 cfu/g
Salmonella	Not detected in 25g
Thermo-tolerant Coliforms	<100 cfu/g

Sprouts and shoots	
Coagulase positive Staphylococci	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25g

Salmonella	Not detected in 25g

Seafood – crustacea – cooked / raw (fresh / frozen)

Standard plate count	<100,000 cfu/g
Biotoxins	Testing based on risk assessment
Coagulase positive Staphylococci	<10 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25g
Salmonella	Not detected in 25g
Sulphur dioxide (cooked product only)	<30 mg/kg
Vibrio cholera	Not detected in 25g
Vibrio parahaemolyticus	<100 cfu/g

Seafood – fin fish – fillets, whole, cutlets (fresh / frozen)

Standard plate count	<1,000,000 cfu/g
Biotoxins	Testing based on risk assessment
Escherichia coli	<3 mpn/g
Histamine	<100 mg/kg
Listeria monocytogenes	Not detected in 25g

Seafood – molluscs – cooked / raw – fresh / frozen

Standard plate count	<100,000 cfu/g
Biotoxins	Testing based on risk assessment
Coagulase positive Staphylococci	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25g
Salmonella	Not detected in 25g
Vibrio cholera	Not detected in 25g
Vibrio parahaemolyticus (cooked product only)	<100 cfu/g

Seafood – value added products – fresh / frozen for further cooking and 'ready to eat'	
Standard Plate Count (product for further cooking only)	<1,000,000 cfu/g
Standard Plate Count ('ready to eat' product only)	<100,000 cfu/g
Biotoxins	Testing based on risk assessment
Coagulase positive Staphylococci	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25g
Salmonella	Not detected in 25g

Smallgoods – 'ready to eat' / fully prepared	
Standard plate count	<100,000 cfu/g
Coagulase positive Staphylococci	<100 cfu/g
Escherichia coli	<3 mpn/g
Listeria monocytogenes	Not detected in 25g
Nitrites	<125 mg/kg
Salmonella	Not detected in 25g
Sulphur dioxide	<500 mg/kg

Yoghurt and other fermented milk products	
Coagulase positive Staphylococci	<100 cfu/g
Coliforms	<100 cfu/g
Escherichia coli	<3 mpn/g
Salmonella	Not detected in 25g

7. AUDIT REQUIREMENTS

7.1 Supplier Audits

Foodbuy requires all suppliers to be audited in line with food certification requirements of the chosen standard, but not less than annually. The Audit must include, but not be limited to, a review of processes, controls, records and facilities employed in purchasing, processing, producing, handling, traceability, storing and delivering of food and beverage Materials or services that are subject to the Foodbuy Supplier Agreement the supplier has with Foodbuy. The Audit is to be consistent with a HACCP certification or re-certification process.

The supplier must upload the current in date Food Safety Programme certificate to iCiX. Copies of non-GFSI standard Certification Audit reports may be requested, and these are to be forwarded promptly to the Foodbuy requestor or uploaded to iCiX for review and assessment.

If a supplier is not able to make available such a third-party Audit or that the Audit does not meet the auditor criteria specified in this VQA Protocol, the supplier shall be required to undergo a specific HACCP food safety Audit for Foodbuy. In this event, a full copy of the Audit report is submitted to both the supplier and Foodbuy directly by the auditor. Such an Audit shall be conducted at the supplier's cost. Information obtained through such an Audit will only be used for Foodbuy and its corporate group's purposes.

A risk-based auditing schedule has been created to monitor the ongoing compliance of suppliers according to the requirements set out in this VQA Protocol. Foodbuy will appoint and approve auditors to undertake visits, investigations and Audits of a supplier's Food Premise in relation to quality, contract compliance and food safety.

7.2 Food Safety Auditor Requirements

The HACCP or GMP Food Safety audit must be conducted by a Food Safety Auditor who is registered under the appropriate scope for the supplier's business with Exemplar Global. The auditor or the audit company employing the auditor shall hold professional indemnity insurance in the sum of $10,000,000 or more. The auditor's full name and list of scopes must be stated on the on the audit report.

8. SUPPLIER SERVICE PERFORMANCE

Suppliers are required to provide goods and services in line with the Foodbuy Supplier Agreement in place with Foodbuy. The Supplier Service Report ("**SSR**") process serves to make suppliers aware of issues or Non-conformances related to the goods or services supplied to Foodbuy client sites.

8.1 Supplier Service Report

On receipt of an SSR, the supplier is to acknowledge receipt and respond within 48 hours and outline an action plan for investigation of the Non-conformance raised. A Non-conformance raised may require a more immediate response and action if there is an immediate food, health and safety or reputational risk to Foodbuy.

The supplier is to undertake an investigation of the Non-conformance to determine the root cause of the issue. Corrective Actions are to be developed with long-term sustainable fixes implemented with a view to preventing recurrence of the Non-conformance. The Corrective Actions should follow the SMART principle (Specific, Measurable, Achievable, Realistic and Timebound).

Investigations involving foreign objects or foreign bodies in the products supplied to Foodbuy may require additional laboratory analysis. In this instance Foodbuy may return the foreign object/body to the supplier for analysis at the supplier's expense. Similarly, investigations into the suitability or quality of a product supplied to Foodbuy may require microbiological analysis or testing. Foodbuy will return the impacted products to the supplier for analysis at the supplier's expense.

The supplier is to provide to Foodbuy a report on the supplier's company letterhead that summarises the investigation and findings, identifies and justifies the root cause/s of the Non-conformance and details Corrective Actions with timing to be undertaken. The report is subject to review by a Foodbuy representative for acceptance or rejection. If rejected, the supplier may be required to investigate the issue further.

8.2 Suspension or Termination of Supply

The Foodbuy Supplier Agreement between Foodbuy and supplier contains terms and conditions that relate to suspension or termination of supply. This section highlights below key aspects of compliance to ensure that goods and services meet the standards expected by Foodbuy.

The minimum standards required are those prescribed in the Food Safety Standards, Food legislation, other relevant governing legislation, this VQA Protocol and the Foodbuy CBC.

Foodbuy requires that suppliers implement and maintain Food Safety Standards to the relevant standard that they are certified against. Failure to maintain the activities or premise to the required standards may result in a Foodbuy Supplier Agreement between Foodbuy and supplier being suspended or terminated.