

1. Introduction

These Scheme Rules have been written in accordance with the requirements of Ocean Bound Plastic Certification Program (OBP) under Accredited Certification Schemes. **GCL INTERNATIONAL LTD**, hereafter known as "**GCL**" also comply with all conditions. These Scheme Rules form a part of the contract with each operator as stated on the quotation.

2. Scope

GCL provides independent third party audits and registration services for companies who have implemented management systems against the following standards/codes of practice:

- OBP Collection Organization Standard
- OBP Recycling Organization Standard
- OBP Neutralization Services Provider Standard
- OBP Plastic Producers and Users Standard
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3. Confidentiality

- a) **GCL** agrees not to disclose any information relating to the operator's business or affairs except information, which is in their possession before the date of acceptance of the **GCL** quotation/contract.
- b) Where information is required to be disclosed to a third party either by law or as required under maintenance of certification by an Accreditation Body, the operator shall be informed of the information as required by law.

A consent shall be obtained from Operator before any data to be shared with third parties. The data shall be limited to the information under the scope of certification and merely for purpose in related to supply chain performance. The data recipients shall not further disclose the data to other third parties and this shall abide by Non-Disclosure Agreement.

- c) **GCL** has right to exchange operators' information with other Certification Bodies, Zero Plastic Oceans (ZPO)
- d) For the purposes of registration verification, information contained on all issued certificate can be verified by contacting GCL representative at info@gcl-intl.com
- f) The operator informs the **GCL** if they do not want their certification information that is reported to ZPO to be made publicly available. In this case, the **GCL** will inform ZPO.
- g) if the operator provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

4. General Conditions

GCL basic conditions for gaining and maintaining registration with are that all operators agree to and comply with the following rules:

- a) All information deemed necessary by **GCL** in order to complete the registration process shall be made available to the operator company.
- b) If **GCL** are not satisfied that all requirements for registration have been met it shall inform the operator in writing.
- c) When the operator can demonstrate that effective corrective action has been taken within a specified time limit, then **GCL** will arrange only to repeat necessary parts that cannot be verified by the submission of documented evidence.
- d) If the operator fails to take effective corrective action within the time limit, then **GCL** may repeat the audit in full at additional cost.
- e) Identification of conformity shall only apply to site(s) inspected and within the scope of registration as shown on the **GCL** certificate of registration.
- f) All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial or re-audit until fees have been paid in full. Registration may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.
- g) Failure to return all certificates of registration shall result in legal action being taken against the operator for unauthorised use or registration and accreditation marks and on misleading and inaccurate claims of registration.
- h) The operator must allow **GCL** to conduct annual/re-audit visits at the times stated within the individual quotation.
- i) **GCL** offices which hold accreditation directly with an ZPO or hold "critical location" status are responsible for, and retain authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.
- j) Provide to **GCL** and scheme owner on their behalf the right of access to appropriate facilities, location, areas, subcontractors' premises, personnel and information, including documents and any records related to their certified production. The notification

of visits could be announced / unannounced/ short notice or partial notice (exact details of the sites to be visited may not be provided), the assessments could be done physically / remotely / virtually during the normal operating time of the operator.

- k) The Operator confirm that in addition to audit notes, **GCL** audit team can collect photographs and hard and soft copies of documents and also samples for residue testing may also be taken by the auditor during the required on-site audit, either as back-up to the audit process or in case of suspicion of contamination or non-compliance.
- l) The operator confirms to comply with the relevant criteria of the OBP Standard & OBP Logos Uses and Claims Guidelines as provided by ZPO
- m) the operator makes all necessary arrangements for
 - 1) the conduct of the evaluation (see 7) and Re-evaluation/surveillance, including provision for examining documentation and records, and access to complete, up-to-date, and accurate information, along with access to their operations to demonstrate conformity with OBP. Access shall at minimum include the following:
 - a. Access to all parts of the physical site.
 - b. Access to all documents and records related to conformity with the OBP and the standard upon which claims are made,
 - c. Access for auditors to interview personnel without restriction and without observation by management representatives
 - d. Equivalent access to all sites including subcontractors, collectors and approved treatment facility.
 - 2) investigation of complaints.
 - 3) the participation of observers, translator/interpreter and technical experts if applicable.
- o) The operator confirms to comply with the OBP requirements, including implementing appropriate changes when they are communicated by the **GCL**.
- p) The operator agrees to provide requested details from time to time that ZPO may request, product and certification information to assist in product tracebacks or supply chain reconciliations.
- r) the operator confirms and agree to receive email communication from ZPO and communicate directly with ZPO

5. Application for Assessment

On receipt of a completed Application for Quotation form, **GCL** will conduct a pre-contract review of the system and a quotation shall be prepared and sent to the prospective operator, together with these Scheme Rules.

6. Contract Acceptance

Prior to any arrangement being made for an evaluation/audit

- a) the quotation is required to be signed by the Operator. Signature on the quotation/contract indicates formal acceptance of these rules as stated within the quotation/contract.
- b) **GCL** email the Briefing about the standard, current standards, Document checklist.
- c) Operator shall submit the requested information by auditor/**GCL** representative for planning of audit

7. Initial Evaluation/Audit

Audit is carried out to verify information and compliance with certification requirements applicable to the operator. It shall follow a set protocol to facilitate impartial and objective audit.

The on-site audit protocol shall at the very minimum undertake the following, as applicable to the operator:

- a) Assessment of the processing system by means of visits to facilities
- b) Review of records and relevant documents
- c) Verification that changes to the standards and to related requirements have been effectively implemented; and
- d) Verification that corrective actions have been taken, with special focus on corrective actions for non-conformities which have been closed since the previous audit; and
- e) If the previous audit was conducted by another certification body and within two years prior to the audit, a full evaluation of any nonconformities which were issued in the previous audit report, whether or not they were previously closed.

8. Certificate

- a) On completion of the on-site for respective OBP levels evaluation the lead auditor reports back to **GCL**. The reviewer of **GCL** shall review the report and supporting information, including the recommendations made by the lead auditor and decide whether to grant certification;
- b) For any non-conformities raised, the operator shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **GCL**. This information shall be reviewed by a qualified lead auditor and the operator shall be informed of the result via email.
- c) Upon acceptance of the corrective actions the Reviewer shall review the full report and make a decision. Should the Reviewer not accept the report the impartiality committee shall be informed for the purpose of holding an internal appeal.
- d) For any non-conformity or other situation that may lead to suspension the lead auditor shall report to **GCL** and the suspension process shall take effect as defined within these rules.
- e) the certification applies to ongoing production, the certified product continues to fulfil the product requirements
- f) the operator makes claims regarding certification consistent with the scope of certification.
- g) If it is found that the operator is knowingly and/or repeatedly operating with nonconformities or purposely violates the requirements of the standard, the GCL must suspend the operator's certification status and propose ban to ZPO. The operator will be allowed to re-apply for certification a year after the date of the ban.
- h) In case of positive decision, the GCL will issue certificate in accordance with the guidelines by the OBP to the operator who has applied for certification.

9. Re-Evaluation/Audit

- a) The GCL shall regularly re-evaluate operators annually (Prior to the end of the previous certification period a re-evaluation/audit application should be made) to verify whether they continue to comply with OBP requirements
- b) Mechanisms shall be in place to effectively monitor whether corrective actions have been implemented.
- c) The **GCL** shall report and document its annual activities and shall keep operators informed about their certification
- d) Re-evaluation is a full audit and generally follows procedures outlined in 'Evaluation' Section 7 Evaluation in this document.
- e) GCL shall control the use and display of licenses, certificates,
- f) Communicate to the Operator to plan the re-audit/surveillance and find out if there are any changes such as change of production units, subcontractors, etc.
- g) Recertification audits to be completed 60 days prior to the expiry of a scope certificate to avoid gap in certification

10. Use & Mis-Use of Certificate, OBP Trademarks & Label Uses

Once a Certificate has been issued, then the operator has the right to publish the fact

Other conditions are as follows related to certification:

- a) That no misleading statements are implied or made regarding certification.
- b) That no incorrect references to the certification scheme, or misleading use of certificates, marks or any other mechanism for indicating a product are made.
- c) The OBP and ZPO trademarks shall not be used: (a) in a way that could cause confusion, misinterpretation, or loss of credibility to the OBP certification scheme; (b) in a way that implies that ZPO endorses, participates in, or is responsible for activities performed by the operator outside the scope of certification; (c) to promote product quality aspects not covered by the OBP certification
- d) Any certification claims are conditional upon continued compliance to the OBP standards. Any use of the logo, trademark or other registered material must follow the OBP-LOG-GUI document
- e) Operator that do not comply with OBP guidelines may lose the right to use the OBP trademarks.
- f) That no certification document is used in a manner that would mislead operators or registered companies or the public in general.
- a) Upon suspension, withdrawal or cancellation or expiry of validity cease with immediate effect to use of the marks on advertising, such as brochures, letterheads, business cards, web sites, etc, and return the certificate to **GCL** if demanded.

- b) Should a scope of registration be reduced, amend all advertising materials where details of the scope have been published. For all reductions or increases in scope the original certificate to be returned to **GCL**, prior to any updated certificate being issued.
- c) That nothing is implied, or an impression is given that certification activities are outside of the scope of certification.
- d) Not to use certification in any way as to bring into disrepute the credibility of **GCL** or of ZPO that could affect public trust and confidence.
- e) in making reference to its product certification in communication media such as documents, brochures or advertising, the operator complies with the requirements of the GCL or as specified by the certification scheme.

11. Termination, reduction, suspension or withdrawal of Certification

When a nonconformity with certification requirements is substantiated, either as a result of annual audit or otherwise such as announced audit, **GCL** shall consider and decide upon the appropriate action.

a) Suspension

- i. as a result of continued misuse of a certificate or logo.
- ii. failure to implement corrective action within the specified time scale as a result of concern/ non-conformity identified at Evaluation/Audit.
- iii. any other breach of the **GCL** quotation and/or Scheme Rules.
- iv. under suspension it is not permitted to use any logos on any advertising materials until the suspension has been lifted.
- v. the Standard Manager of **GCL** shall write to the registered operator outlining the suspension conditions and how the suspension can be lifted.

b) Scope Reduction

Reduction in the scope of certification to remove nonconforming product variants. Should a reduction in scope be recommended by a **GCL** Lead Auditor at a re-evaluation visit this has to be noted in the report and the Standard Manager informed.

c) Withdrawal of Certificate

Such withdrawals could be as a result of:

- i. failure to respond to requests/time scales made by **GCL** after suspension of Certification.
- ii. failure of an operator to settle an account with **GCL** within 1 month of formal notification of a failure to settle an account.
- iii. voluntary withdrawal, in such a case **GCL** require this in writing.
- iv. the certificate shall be returned to **GCL** when **GCL** has informed the operator that withdrawal has been complete. No copies of certificates **shall** be used or logos displayed after withdrawal has taken place.
- v. Falsifying of any certification documents which includes Scope Certificate, etc.
- vi. For denials and withdrawals due to non-conformities please refer to section 23 of this scheme rules

12. Appeals

If the operator is not in agreement with the Lead Auditor's recommendation after an Initial and/or annual audit then they are at liberty to lodge an appeal with the CEO of **GCL**. The Operator shall support his/her reasons by objective evidence.

All appeals will be heard by a Appeal-Committee of the **GCL** Impartiality Committee. The Appeal-Committee may hear evidence from the operator's representative and the Lead Auditor. The decision of the Appeal-Committee is final and binding on both the Operator and **GCL**. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

In case of any appeal, information related to handling of appeals can be found at (<https://www.gcl.uk/about-us/appeals/>)

13. Complaints

a) General Requirements

All operators are required to maintain a log of all customer complaints raised against them. This log must be available for review during all Initial and/or annual audit. This log shall also be available to **GCL** Staff and ZPO upon request. Also, the operator

- I. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and
- II. documents the actions taken.

b) Complaints from Operators Regarding Auditor

If a operator has a complaint about the conduct of any **GCL** Auditor then this should be sent in writing to the **GCL** CEO. If the complaint involves the CEO or Standard Manager then the complaint is to be addressed to the Chairman of the Impartiality Committee of **GCL**. If complainant not satisfied with the result then it can be addressed to ZPO.

c) Complaints from Users of Operators Products & Services

For complaints received from users of operators products (and/or services shall be lodged and then acknowledged to the complainant. Follow-up shall then be taken with the registered company in question.

Note: If fraud or other misrepresentation is found to exist, the **GCL** will take appropriate action as specified at this Point 1: also Point:22 (including extra audit) in this document.

The operator shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification

In case of any Complaint, information related to handling of complaints can be found at (<https://www.gcl.uk/about-us/complaints/>)

14. Witnessed Visits

As part of the on-going surveillance of **GCL**, the operator agrees to allow representatives from scheme owners ZPO the right to witness **GCL** conducting their audit duties. The fact that an ZPO representative attends an audit will not affect the audit. Also, from time to time **GCL** may have to have trainee auditors or internal audits on an audit team.

15. Short Notice Audits

For operators that have been suspended or where **GCL** has received complaints then a short notice audit maybe required for follow-up and verification/validation of the implementation of corrective and preventive measures. In such cases the operator agrees to cooperate with **GCL** audit team members and allow the required access.

16. Terms of Payment

Payment shall be made in accordance with the individual invoice and the quotation/contract document.

17. Indemnification

In respect of any claim, loss, damage or expense however arising, **GCL's** liability to the operator shall in no circumstances exceed the amount of **GCL's** fees paid by the operator. Under no circumstance shall **GCL** be liable for any consequential loss.

18. Impartiality

GCL Auditor shall receive Code of Ethics Acknowledgement letter which shall be signed by Lead Auditor and client at the opening and submit to **GCL**.

GCL or any **GCL** representative shall **NOT**:

Provide management system consultancy which includes: preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of a product management system

- a) allocate auditor(s) for a operator in where provided internal audit, or other related management system consultancy on the management system, within two years following the end of the consultancy.
- b) Certify an operator when a relationship with a management systems consultancy poses an unacceptable threat to impartiality. Provide an internal audit service to any certified operators.
- c) outsource any audits to a management consultancy company involved in management systems as described with the scope of these rules.
- d) have within any marketing materials any linkage to management system consultancy.

For any threats to impartiality that are discovered or reported, then the impartiality committee shall be informed, and responses shall be made and communicated.

19. Intellectual Property

The ownership of all issued audit reports remains the property of **GCL**.

20. Notification of changes made by the operator

- a) Should there be any significant changes cited in the application and with the operator organisation such as change of address, ownership, organization and management such as management representative, scope or product related changes, major changes to the management system and processes and the environmental, ethical and social impact of the certified organization caused by incidents or events (if applicable to the audit scope) then **GCL** should be informed by operator within five working days of occurrence.

- b) **GCL** shall determine whether the announced changes require further investigations. If such is the case, the operator shall not be allowed to release certified/approved products produced under the changed conditions until **GCL** has notified the operator accordingly.
- c) In response to an application for amendment to the scope of a certificate already granted, **GCL** shall decide what evaluation procedure, if any, is appropriate, in order to determine whether or not the amendment should be made, and shall act accordingly.
- d) Operator shall inform **GCL** immediately of any planned changes that could affect product conformity to the relevant standard(s) such as change of production units, subcontractors, etc.) and not market products under the respective label before receiving **GCL**' approval.
- e) Operator shall inform the GCL about any relevant changes related to applied or already certified product/s

21. Amendments to Scheme Rules

- a) **GCL** reserves the right to amend these Scheme Rules without prior notification. Should the Scheme Rules be updated the latest version shall be put on the web site and all operators informed about the changes.
- b) Operator should record the Scheme Rules as an "external document" within their management system for document control.

22. Serious Events & Extra Audits

GCL informs the ZPO with the name and certification Information of the certified organization. This register

- a) will be made publicly available on the website of the OBP & GCL.
- b) The operator discloses all information about any OBP certification related activity with other Certification Bodies.
- c) New information or changes with regards to the certification procedure and requirements in the OBP will communicate to third parties through **GCL** website and/or emailing operators directly.
- d) In the event that the organization becomes aware of legal proceedings with respect to product or legality and there is evidence or suspicion of nonconformity within the certified organization **GCL** can carry out an extra audit to assess the issues.
- e) In serious cases or non-compliance with the core criteria, when certification shall be denied or suspended and/or withdrawn, ZPO are to be notified within a maximum of 3 calendar days.

23. Closing-Out of NCN

a) INITIAL AUDIT

Operators with non-conformities found during Audit will have an extra period of 60 calendar days to correct, train, prepare and submit enough documentary evidence to GCL to show compliance with the non-conformities identified during the Audit. If the operator does not submit sufficient evidence to close all non-conformities in the given time frame, a new Audit will need to be planned

b) RE-CERTIFICATION AUDIT

In case the operator already has a certificate, and no sufficient evidence is submitted before the 60 calendar days deadline from renewal audit date the certificate will be suspended for a maximum period of three months in which the operator can provide evidence for closure of non-conformities. During suspension, operator cannot make any certified commercial transactions. If the non-conformities are not closed during suspension period, the certificate is finally withdrawn and their presence as certified operator in the ZPO www.obpcert.org webpage eliminated until compliance with all requirements is verified through a new audit.

24. Change of Certifier (GCL) -Migration, Closure of business or withdrawal of Approval/Accreditation

GCL recognise and accept certificates issued in accordance with OBP by other Certifiers approved by ZPO, in order to conclude final certification.

Operators should not apply to GCL to bypass observations / NCs raised by the old CB.

In the event of a GCL closing operations or withdrawal of approval/Accreditation, Operator will be nurtured through the process of moving to another CB but operator shall ensure that within two (2) month period, transfer their certificate to another approved certification body

25. Privacy Notice

We take the privacy and the protection of personal information seriously. Our Privacy Notice sets out details about how we gather, use and share personal information and about individual privacy rights. How we use personal information depends upon the context in which it is made available to us. Our Privacy Notice is available from our website: <http://gcl-intl.com/privacy-policy-cookies/>

GCL International strictly complies with the legislative requirements as stipulated in The Data Protection Act 2018. The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR).

26. Arbitration and Disputes

Any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be settled amicably. If no agreement is reached, the matter will then be referred to an arbitrator nominated by both parties.

27. Applicable Law and Jurisdiction

This Agreement and any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

28. GCL Policies

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)

29. GCL Anti-bribery and Corruptions

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)

