



Licensing - Standard Operating Procedure

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1. Purpose of this Document

The purpose of this document is to describe how applications, evaluations, and licensing decisions under the Fairtrade Standards and Fairtrade Mark Use Guidelines are handled for Fairtrade licensees.

2. Applicability

This Standard Operating Procedure applies to all Fairtrade ANZ staff engaged in Licensing.

Fairtrade ANZ's policies and procedures are non-discriminatory. Procedures are not used to impede or inhibit access to applicants without due justification.

2.1 Terminology

Fairtrade ANZ uses Fairtrade International's terminology for licensing activities in all public communications. The FLOCERT Glossary is

[Glossary - FLOCERT](#)

3. General Roles and Responsibilities

Fairtrade ANZ is responsible for licensees located in ANZ and is responsible and accountable for all decisions issued under its authority regarding granting or withdrawing Licenses and approvals.



The **Commercial Partnerships Team** sends out the application package and collects the information from the applicant.

The **Licensing Specialist** decides on applications (accept or deny).

If an applicant requests a reconsideration of an application denial, the reconsideration is handled by the **CEO**.

Once an applicant is accepted as described above a license contract is sent to the applicant by the **Licensing Specialist**.

3.1 Licensing Data

The Fairtrade Product Registration System is Fairtrade CONNECT “Connect”.

Connect is used to record all core Licensing data regarding Licensee organisations, their finished products and the ingredients used.

Product approval decisions are communicated to the Licensee in writing using automatic notification from Connect. Where this is not possible Licensees are informed by email.

When the licensing information cannot be entered into Connect or product approval is not possible due to a technical limitation of Connect, the **Licensing Specialist** informs Fairtrade International and the Connect system developers (ICC) and the **Licensing Specialist** stores the information securely in a Fairtrade ANZ system.

FLOCERT certification data is stored in Intact, the certification information system of FLOCERT.

4. Licensee Applications

Fairtrade ANZ does not discriminate between organisations and all parties are welcome to apply. A licensing application denial must be supported by a reason provided for in the Fairtrade Standards, Fairtrade ANZ Application Policy, or other such relevant and public documents.

The application process is summarised in a flowchart in the appendix of this document.



4.1 Request for Initial Application

The **Commercial Partnerships Team** and **Licensing Specialist** determines whether the proposed products are covered by Fairtrade Standards generally and the applicant's activities are in line with the Fairtrade International Organisation Code. Together they also evaluate whether the organisation needs to be certified and/or licensed. In some cases, it may be appropriate for another actor in the supply chain to be the licensee.

The **Licensing Specialist** sends details of potential Licensee applicants to the **Licensing Allocation Committee**.

If the operator requires certification, they are directed to FLOCERT. In general, an applicant needs certification if they process or repackage Fairtrade products, or if they sell unfinished Fairtrade products.

If an operator: 1) does not require certification (Pure Licensee), or 2) is already certified, or 3) has received a permission to trade, and the certificate or permission to trade covers the products applied for (and is not suspended or withdrawn), then the applicant is sent a link to the online Fairtrade ANZ Licensee application form. Licensee applicants are sent an invoice for the application fee by **Finance** once the form is received.

See also the Fairtrade ANZ Application Policy.

4.2 Application Review

The application form and any product, communication material or claim information provided is reviewed to ensure that the products proposed the requirements of the Fairtrade Standards.

Once the application is verified and the application fee is paid, and there are no objective criteria upon which the license cannot be granted, then the **Licensing Specialist** sends the applicant the Fairtrade License Contract.

The License Contract is signed by both parties. The applicant, now a Licensee, is provided with a copy.

4.3 Application Denial

If any of the conditions outlined above and in the Fairtrade ANZ Application Policy are not met, then application is denied. The **Licensing Specialist** informs the applicant in writing of the cause for the denial and informs them of the reconsideration procedure and the



complaints policy. Fairtrade ANZ also informs Fairtrade International and any other relevant Fairtrade NFOs of the denial.

4.4 Reconsideration

There are no appeals of licensing application decisions, however applicants can ask for a reconsideration within 14 days of the denial. Fairtrade ANZ acknowledges all requests within 7 days of receipt.

Reconsideration of licensing decisions are handled by the **CEO** who will review all the relevant information, Standards and Policies. The **CEO**, or a delegate, provides the applicant with a written response within 15 working days.

Fairtrade ANZ informs the applicant and all other relevant stakeholders within the Fairtrade system about the reconsideration decision. A written record of all reconsiderations is kept.

If the reconsideration is successful Fairtrade ANZ also informs all other relevant Fairtrade Licensing Bodies.

4.5 Processing License Contract

Once the signed License Contract is received from the applicant, the **Licensing Specialist** informs FLOCERT of the new Licensee so that they can update Intact. If the new Licensee is a Pure Licensee, then the **Licensing Specialist** informs FLOCERT Intact of the Licensee's contact details and receives their new FLO ID.

The **Licensing Specialist** updates Salesforce:

- Category (Licensee – Certified, Pure Licensee)
- Licensing status (Licensed)
- Certification Status (Certified)
- License Start Date (automatic)
- Personnel Contact data
- Certifications (e.g. FLOCERT)
- FLO ID
- FLOCERT Definition
- FLOCERT Category

Once Connect has automatically created a Licensee account based on information from Intact the **Licensing Specialist** also updates Connect:



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- Licensee Account details
- User Settings
- Licensing Contract details
- Reporting details

The **Licensing Specialist** sends the Licensee a welcome email.

The **Licensing Specialist** provides Connect login details and Connect information to the relevant Licensee staff.

The **Licensing Specialist** ensures that the applicant has a copy of the License contract signed by both parties.

5. License Withdrawal

Fairtrade ANZ reserves the right to terminate the License Contract where the Licensee has misused the Fairtrade Mark and has not taken corrective action.

Fairtrade ANZ will also terminate the license contract for cause with **immediate effect** in the following cases:

- In the case licensee, becomes decertified (or its permission trade is withdrawn)
- In the case licensee engages in dishonest trading practices or any activity that reduces or diminishes the reputation, image and prestige of the FAIRTRADE Mark
- In the case licensee engages in advertising, marketing and promotion activity in connection to non-Fairtrade Products which suggests to the consumer that these products meet the Fairtrade Standards

Fairtrade ANZ will **also** terminate the license contract for cause in the following cases:

- In the case of non-payment of licensee fees, after several reminders and reasonable amount of time,
- In the case of non-reporting of sales data fees, after several reminders and reasonable amount of time,
- In the case of any material breach of the Fairtrade Mark Guidelines for the use of the Mark or the Fairtrade Standards that is not corrected.

Upon termination of the license contract, the licensee must cease all use of the Certification Mark on and in relation to all packaging and promotional material, as defined in the license agreement.



If the license contract is terminated for dishonest or misleading practices or material breach of the Fairtrade Standards, then the **Licensing Specialist** informs FLOCERT and asks them to review the certificate or permission to trade.

If the license contract is not terminated for cause, then the operator must decide whether they wish to be a Pure Trader, that is a non-licensee certified operator.

The **Licensing Specialist** decides on License Withdrawals cases in consultation with the **CEO**.

5.1 Recording License Withdrawals

For all license withdrawals the Licensee is formally informed by email and FLOCERT is informed that the license has been withdrawn for the Licensee.

The **Licensing Specialist** informs FLOCERT by email.

The **Licensing Specialist** updates Salesforce:

- Licensing status (Delicensed)
- License End Date
- Attaches license withdrawal email to Salesforce

The **Licensing Specialist** updates Connect:

- Contract termination date entered
- License status set to "NOT LICENSED"
- License role removed from Licensee's Account
- Licensee's finished products are discontinued
- Licensee's ingredients are discontinued
- All Connect logins are disabled for the Licensee

6. Product Applications

All product composition must meet Fairtrade Trader Standards, relevant Product Standards, as well as Fairtrade ANZ Policies.

All product packaging must conform with Fairtrade Mark Use Guidelines.



All Licensees enter and update details of their Fairtrade finished products and the Fairtrade ingredients they use in Connect. Licensees are provided a login to Connect for all staff who will use the system.

All new Licensees are given a basic training in Connect.

A series of Licensee “How to Manuals” are provided which cover the details of all relevant areas of Connect.

6.1 Ingredients

6.1.1 Ingredient References

In the Connect Sourcing 01 References tab Licensees enter the following information:

- Ingredient name
- Ingredient category
- Fairtrade status (Fairtrade or not Fairtrade)
- Organic status
- An ingredient reference number / identifier
- Physical Traceability Status
- Whether the product is claimed to be from a specific origin
- Whether the ingredient is Discontinued (if applicable)

For tea, cocoa, juices, and sugar physical traceability can only be set to “Yes” if FLOCERT’s Intact certification database indicates that the operator has opted to be audited for voluntary physical traceability.

Fairtrade ANZ also checks that physical traceability for composite ingredients, intermediate products and finished products is only set to “Yes” if all ingredients have physical traceability.

If the ingredient is indicated as not Fairtrade but there is a Fairtrade Standard for the ingredient, then Connect automatically prompts the Licensee to request an exception.

The Licensee either switches to a Fairtrade supplier or requests a food composite product ingredient exception. Where the ingredient is a composite purchased from another party, Fairtrade ANZ can grant an exception for the ingredient as a whole, however cannot grant exceptions for specific ingredients within the composite. Exceptions for specific ingredients within a purchased composite are granted by FLOCERT or other Fairtrade Assurance provider.



The exception request is reviewed by the **Licensing Specialist** or the Exceptions Committee (e.g. transitioning ingredient, provenance) as appropriate. If the grounds for an exception as set out in the Trader Standard and Fairtrade International Exceptions policy are met, then the **Licensing Specialist** records the basis for the exception in Connect.

Once the Licensee has entered all relevant information, **Licensing Specialist** reviews and either “Approve” or “Decline” the References section.

6.1.2 Ingredient Supply Chain

In the Connect Sourcing 02 Supply tab Licensees enter the following information:

- Immediate supplier (mandatory)
- The rest of the supply chain back to the producer (preferred)

Whenever possible Fairtrade ANZ verifies the whole supply through Intact for plausibility, but at least the immediate supplier. In addition, Connect automatically checks that the supply chain that has been entered is certified for the relevant product category and Fairtrade function, for example Producer or Price and Premium Payer.

Once the Licensee has entered all relevant information the **Licensing Specialist** reviews and either “Approve” or “Decline” this section.

6.2 Finished Products

6.2.1 Product References

In the Connect Product 01 References tab Licensees enter the following information:

- Product name
- Product category
- Brand
- At least one unique product reference number / identifier / barcode
- Organic status
- Details of product variants (optional)

Once the Licensee has entered all relevant information the **Licensing Specialist** reviews and verifies the product information and either “Approve” or “Decline” this section.



6.2.2 Product Recipes

In the Connect Product 02 Recipe tab Licensees enter the following information:

- Product Manufacturer
- Physical Traceability Status
- Recipe Confidentiality
- Product Composition, i.e. Recipe.

The licensee enters the ingredient and their percentages in the product recipe. Ingredient totals must add up to 100% within the tolerances dictated by Connect.

For tea, cocoa, juices, and sugar physical traceability can only be set to “Yes” if FLOCERT’s Intact’s certification database indicates that the operator has opted to be audited for voluntary physical traceability.

Connect automatically calculates the percentage Fairtrade content and prompts the Licensee to request a minimum Fairtrade content exception if the product does not meet Fairtrade Trader Standard. The exception request is reviewed by the **Licensing Specialist**. If the grounds for an exception as set out in the Trader Standard and Fairtrade International Exceptions policy are met, then the **Licensing Specialist** records the basis for the exception in Connect.

Once the Licensee has entered all relevant information the **Licensing Specialist** reviews and verifies the recipe and either “Approve” or “Decline” this section.

6.2.3 Product Packaging

In the Connect Product 03 Packaging tab Licensees enter the following information:

- Container Type
- Consumer Pack Size
- Packaging Artwork(s)

When the packaging artwork has been uploaded the **Licensing Specialist** reviews it using the Connect checklist, and in particular the Licensing Specialist reviews all Fairtrade claims against the Fairtrade Mark Use Guidelines.

The **Licensing Specialist** indicates in the Connect packaging review checklist any areas that are not compliant and the Licensee either submits corrected artwork or requests an exception in Connect.



The exception request is reviewed by the **Licensing Specialist** and the Fairtrade International Brand Integrity and Strategy Committee where required. If the grounds for an exception as set out in the Mark Use Guidelines and Fairtrade International Exceptions policy are met then the **Licensing Specialist** records the basis for the exception in Connect.

Once the Licensee has entered all relevant information the **Licensing Specialist** reviews and verifies the packaging and either “Approve” or “Decline” this section.

6.2.3.1 Origin Claims

Where a license refers to a country of origin or producer specifically in the Fairtrade claim then Fairtrade ANZ the **Licensing Specialist** verifies the supply chain back to the producer in Intact or by collecting information from the Licensee, wherever possible, and verifies the origin claim for plausibility in Intact.

6.2.3.2 Producer Benefits

Where communication about the benefits to the producers or Fairtrade Premium use have been made Fairtrade ANZ the **Licensing Specialist** asks the licensee to provide the source to verify the information used. Fairtrade ANZ verifies that the information and communication is accurate, substantiated, and up-to-date at the time of printing.

In case of mass balance Licensees are not allowed to base origin claims for cocoa and sugar on Fairtrade certification – the ingredients are still traded using mass balance which means that the certified cocoa and/or sugar may not be inside the product pack.

6.2.3.3 Fresh Produce

The **Licensing Specialist** checks that the approved artwork was provided by the Licensee to the producer or exporter and attach the letter or email proving this is attached as a document to the packaging artwork upload in Connect.

6.2.3.4 Communication Material

The **Licensing Specialist** asks Licensees to forward all Fairtrade communication and promotional materials to licensing@fairtrade.com.au

The **Licensing Specialist** uploads the promotional materials to Connect and reviews the materials checklist to verify that they meet requirements of the Fairtrade Mark Use Guidelines.



The **Licensing Specialist** informs the Licensee of any areas that are not compliant and the Licensee either submits corrected communications materials or requests an exception.

The exception request is reviewed by the **Licensing Specialist** and if approved the **Licensing Specialist** records the basis for the exception in Connect.

Once the Licensee has provided all relevant information Licensing staff review the communications materials and either “Approve” or “Decline”.

For any Fairtrade ANZ led campaigns (eg Fairtrade Fortnight), the Marketing/ Communications Manager will assist with the approvals of all material and ensure it is aligned with the relevant tool kit provided to partners.

6.2.4 Product Licensing Details

In the Connect Product 04 Licensing tab Licensees enter the following information:

- Launch / Start Date
- End of Availability (if applicable)
- License Holder
- License Fee Payer
- License Fee Reporter

The **Licensing Specialist** confirms that Connect has assigned the correct licensing fee.

Once the Licensee has entered all the above information the **Licensing Specialist** reviews and either “Approve” or “Decline” this section.

6.2.4.1 Country(s) of Sale

The Licensee enters all the Country(s) where they intend to sell the product.

The **Licensing Manager** “Approves” or “Declines” the sale of the product into ANZ. Sales to ANZ would only be declined if there was problem with the product in one of the other sections.

The relevant destination Licensing Body “Approves” or “Declines” the sale of the product into the country(s) they cover.

Similarly, Licensees of other Licensing Bodies may enter ANZ as countries of sale. The Fairtrade ANZ **Licensing Specialist** reviews cross border sales (CBS) into ANZ and if



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appropriate “Approves” the sale. If Fairtrade ANZ wishes to “Decline” a cross border sale into ANZ they consult with the relevant Licensing Body, (“Home NFO” in Connect). Otherwise cross border sales are automatically Approved in Connect after 5 days.

6.2.5 Product Visibility

In the Connect Product 05 Visibility tab Licensees may optionally enter the following information:

- Whether they wish the product to be published in any Fairtrade Product Finders
- Pack Shot
- Product confidentiality / findability within Connect

At present however Fairtrade ANZ does not have a Fairtrade Product Finder.

If the Licensee has entered the above information **Licensing Specialist** review and either “Approve” or “Decline” this section.

6.2.6 Product Distribution

In the Connect Product 05 Distribution tab Licensees may optionally enter the distributors of the finished product If the Licensee has entered the above information **Licensing staff** review and either “Approve” or “Decline” this section.

This is not a current Fairtrade ANZ requirement.

7. Sales Reporting and License Fees

7.1 Sales Reporting Format

Unless otherwise directed by Fairtrade ANZ, licensees shall report sales of finished product by SKU, country of sale, and calendar quarter, as well as any other information required to calculate the license fees.

All reporting is done through Connect.

7.2 Quarterly Sales Reports

Every calendar quarter the **Licensing Specialist** creates reports for all reporting Licensees and sends out a series of reminders:



- Quarter has ended and reports are available to be completed (sent first day of the next quarter)
- Reminder sent 3 weeks after the report has been opened
- Reminder that reporting deadline has passed (sent day after reporting period closes)
- Warning of deregistration
- Deregistration

7.3 Reviewing Sales Reports

The **Licensing Specialist** reviews submitted sales reports for correctness and completeness and marks the report as incomplete if necessary. Once the report is correct and complete it is approved. A final review of the license fee calculation is performed and then the sales report or reports are marked as ready for invoicing in Connect.

7.4 Invoicing License Fees

The **Licensing Specialist** informs the finance team they need to prepare an invoice. Finance create an invoice via Zero, the **Licensing Specialist** reviews the invoice, and then **Finance** sends the invoice to the licensee and follows up on payment.

7.4.1 Cross Border Sales and Fees

Once all, or substantially all, of the reports have been invoiced for a quarter, the **Licensing Specialist** provides details of sales by Fairtrade ANZ licensees to other countries, including units/ volumes and license fee information, to the Licensing Bodies responsible for those countries. The other Licensing Bodies then invoice Fairtrade ANZ.

Each quarter **Finance/ Licensing** receive details of sales by licensees in other countries into ANZ, including units/volumes and license fee information. **Finance** then invoices the Licensing Bodies where the Licensee is licensed.

8. Exceptions

All exceptions are approved by the **Licensing Specialist** and where appropriate the relevant Fairtrade International body.

All Fairtrade composite product ingredient exceptions are recorded in Connect.

All Fairtrade product packaging exceptions are recorded in Connect.

All Minimum Fairtrade content exceptions are recorded in Connect.



All required exceptions are reported to the Fairtrade International Assurance Manager as part of the normal annual cycle.

9. Delegation of Licensing Responsibilities

Licensees may request delegation of one or more of the following responsibilities to another Fairtrade certified operator (the Delegate), normally their supplier or manufacturer.

- Product Registration
- Recipe & Supply Chain Information
- Packaging Artwork Submission
- Quarterly Sales Reporting
- License Fee Payment

Delegation is at the discretion of the Fairtrade ANZ and must be covered by an approved delegation in Fairtrade Connect.

If approved, the Licensee acknowledges that they are ultimately responsible for these obligations under its License Contract and if the Delegate fails to perform these actions, then Fairtrade ANZ may require the Licensee to fulfill these obligations.

10. Fairtrade International

The **Licensing Specialist** shall inform Fairtrade International of all operator licensing status changes by sending them to FLOCERT who will update Intact. This will be done within 7 days of the licensing decision.

10.1 Licensing Body Status

If Fairtrade International withdraws Fairtrade ANZ's licensing body status, then Fairtrade ANZ will not sign new licensing contracts.

10.2 New or Changed Standards

The Commercial Partnership Team, and Licensing Specialist monitor changes to Fairtrade Standards and Pricing and keeps licensees informed of these changes.

All communication about changes in the standards or guidance or interpretation, or information about upcoming reviews can be found on Fairtrade International's website.

<https://www.fairtrade.net/standard/announcements>



10.3 Standards Interpretation

If necessary, Fairtrade ANZ asks Fairtrade International's Standards Unit or Exceptions Committee for advice on how a Standard is to be interpreted.

10.4 Changes to the Fairtrade Mark

Fairtrade ANZ does not make any changes to the Fairtrade Mark or the Fairtrade Claims without consulting and getting the approval of the Brand Integrity and Strategy Committee or Fairtrade International.

10.5 Mark Use Guidelines Interpretation

If necessary, Fairtrade ANZ asks the Fairtrade Brand Integrity and Strategy Committee or Fairtrade International on how a Mark Use Guideline is interpreted.

10.6 Fairtrade Mark Registration

Fairtrade International is the owner of the FAIRTRADE Marks and Fairtrade ANZ does not register the FAIRTRADE Marks (or any part of them) in any country as a trademark or to otherwise seek protection for the designations and logos. Nor does Fairtrade ANZ apply for or register any designations that are identical or confusingly similar to the FAIRTRADE Marks.

11. Misuse of the Mark

Fairtrade ANZ protects the integrity of the Fairtrade Marks by guarding it against misuse and false claims and reports all information and cases of misuse to Fairtrade International. This process is outlined in the FTANZ Mark Misuse and Allegations SOP.

After giving fair warning Fairtrade ANZ may take legal action in cases of misuse of the Fairtrade Marks and upon the written consent of Fairtrade International.

12. Complaints

Complaints are covered by the Fairtrade ANZ Complaints Handling Policy.

13. Allegations

Allegations are covered by the Fairtrade ANZ Allegations Policy.

14. Confidentiality

Confidentiality guidelines are outlined in the Fairtrade ANZ Privacy Policy.



15. Impartiality

All licensing activities shall be undertaken impartially and shall not allow commercial, financial or other pressures compromise impartiality. Please refer to the Fairtrade ANZ Impartiality Policy.

All **Licensing Staff** must understand and declare in writing conflicts of interest, if any, as outlined in the FTANZ Impartiality Policy.

Fairtrade ANZ refers to Fairtrade International for resolution of cases of Impartiality or conflict of interests when there is doubt or debate.

16. Staff Qualifications and Competencies

The following qualification criteria apply to **Licensing staff**.

Area	Criteria
Work experience	At least one year of work experience in a field related to the content of the standard being evaluated or in licensing of other schemes.
Fairtrade system training	Have received training on all relevant Fairtrade standards and policies from the licensing body. Trained on the use of the Fairtrade Mark Guidelines and all SOPs.
Communication	Able to express ideas and concepts clearly; Able to express findings in written reports clearly and concisely. Able to communicate orally and in written form with business senior management and employees to elicit information relevant to licensing. Has experience in customer-facing work and is able to provide positive customer service.

17. Staff Evaluation and Training

Fairtrade ANZ shall verify that qualification criteria have been met prior to engaging an individual as **Licensing Staff** and shall periodically assess whether competency criteria have been met including periodic on-the-job evaluation. Fairtrade ANZ organizes periodic training of **licensing staff**.



18. Reporting to Fairtrade International

18.1 Information

The following information is sent to Fairtrade International periodically in the form and method defined by Fairtrade International:

- All information regarding any ingredient, artwork or percentage composition exemptions that were not granted via Connect.
- The summary of all Reconsiderations, Complaints and Allegations, and actions taken to resolve them.
- Impartiality reports, cases of Impartiality that occurred, risks to Impartiality and their mitigation.

18.2 Quality System Documents

Fairtrade ANZ keeps versions of the following quality system documents and provides them to Fairtrade International upon request or when they have changed substantively including the rationale and summary of the changes.

Licensing Standard Operating Procedures:

- FANZ Licensing SOPs
- FANZ Quality Management SOP
- FANZ Data Control SOP
- FANZ Document Control SOP

All policies that regulate or have implications on how licensing is carried out.

- Fairtrade ANZ Allegations Policy
- Fairtrade ANZ Complaints Handling Policy
- Fairtrade ANZ Privacy Policy
- Fairtrade ANZ Impartiality Policy
- Fairtrade ANZ Application Policy
- Fairtrade ANZ Code of Conduct

All License Contract templates adapted to national legislations.

- Fairtrade ANZ License Contract



19. APPENDIX – Application Process

