



1. Background

In order to let the society have an easy way to choose safe and high nutrient fish products from the market, CMA Industrial Development Foundation Limited (hereafter as “CMAIDF”) establish “CMA Freshness Scheme” (hereafter as “The Scheme”) on voluntary basis to let aquaculturists to get their products certified with the Scheme so the confidence level of the public towards them can be enhanced.

The Scheme is operated and organized by CMAIDF on an independent and voluntary basis to provide for the certification of aquaculture products that can fulfill food safety requirements and also high in specific nutrient content. CMAIDF will be responsible for the assessment of candidate’s products for determination of their compliance with the requirements specified. To be reputable and able to reach the purposes of this Scheme, CMAIDF operates in accordance with relevant international standards.

2. Scope

The Scheme covers freshwater fish products which are grown in close water system and selling in Hong Kong Special Administrative Region (Hong Kong SAR). All listed obligations and conditions for applicant and CMAIDF are required to be followed after import. Related technical criteria are listed in Specification and will be provided to applicant after application is confirmed.

3. Definitions

Applicant	The company, business unit or individual that applied for but not yet granted a Certificate
User	The company, business unit or individual that is granted a Certificate
CMAIDF	CMA Industrial Development Foundation Limited
Certificate	The document evidencing the assessed product from applicant/user successfully qualified for the criteria specified in the Scheme, or the qualification of granted certification.
Mark	CMA Freshness Mark, the logo to be put on product which was granted a Certificate.
Product	The product of Applicant or User applied for assessment against relevant Specification
Specification	Relevant testing requirements established by CMAIDF to assess whether a Product is qualified for certification purpose.



4. Who shall apply?

Aquaculturist (company or personnel) who rears freshwater fishes in close water system and would like to highlight and distinguish the products are able to fulfill food safety requirements and also high in specific nutrient content to the public.

5. Standards Referring

- a) ISO/IEC Guide 67: 2004 Conformity assessment - Fundamentals of product certification
- b) ISO/IEC Guide 65: 1996 General requirements for bodies operating product certification systems
- c) IAF Guidance on the Application of ISO/IEC Guide 65:1996
- d) ISO 22000:2005 Food safety management systems - Requirements for any organization in the food chain (related clauses)

6. General Requirements for Applicant and Users

- a) Agree to comply with the provisions of the Scheme after certification granted;
- b) Running effective quality management system with and complaints handling procedures;
- c) Makes all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of evaluation (e.g. testing, inspection, assessment, surveillance, reassessment) and handling of complaints;
- d) Makes claims regarding certification only in respect of the scope for which certification has been granted;
- e) Do not use the product certification in such a manner as to bring CMAIDF into disrepute and does not make any statement regarding its product certification which CMAIDF may consider misleading or unauthorized;
- f) Upon cancellation of certification, discontinues the use of all advertising matter that contains any reference thereto and returns any certification documents as required by CMAIDF.
- g) Use certification only to indicate that products/services are certified as being in conformity with specified standards;
- h) Endeavour to ensure that no certificate or report nor any part thereof is used in a misleading manner;
- i) In making reference to its product certification in communication media such as documents, brochures or advertising, to comply with the requirements of CMAIDF in the Scheme;
- j) Not to make any representation nor any act which may be taken to indicate that the User has



any right, or title to the ownership of the Scheme;

- k) Keep as least 5 years record of all complaints relating to the product's compliance with the requirements of the relevant standard and to make these records available to CMAIDF when requested;
- l) Take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification;
- m) Ensure traceability is able to apply to initial distribution route. In case of any technical difficulty for Applicant/User to do so, User has to be liable to all quality issue arose due to the claims for same species of Product in the market claimed "certified" under this Scheme;

7. Application Requirements

For the first application or re-applying after certificate withdrawn, Applicant is required to complete application form (WF-R&D-CTN-FHN-002) with attaching all required documented listed and submit to CMAIDF.

CMAIDF will notify the Applicant in written to confirm application form received. The submission of application form represents the Applicant completely understand the content of the Scheme and promise to comply terms and conditions. After confirmation, CMAIDF will inform the Applicant the estimated evaluation time and any other information required for application to proceed further.

8. Technical Requirements for Evaluation

All required test items are listed in Specification (TR-R&D-CTN-003). Measurements for these test items are performed by team which operates ISO/IEC 17025 standard, and totally separated to evaluation team.

To ensure the effective running of quality management system On-site checking of critical control points for Applicant's production process is required. CMAIDF will inform Applicant for actual checking plan and arrangement after application is confirmed. Checking plan is defined by CMAIDF according to the situation of Applicant's production site.

9. Competency of Evaluation Team

CMAIDF will assign an evaluation team with sufficient knowledge to execute all certification activities of the Scheme. Major requirements are as listed below,

- Ability to conduct evaluation process of the Scheme



- Capable to determine of relevancy of quality management system and compliance
- Undergo requirements of ISO/IEC Guide 65:2004

CMAIDF will send sufficient evaluation team members for on-site evaluation to ensure the process can be completed within agreed period.

10. Certification Decision

Upon completion of evaluation on applications or surveillances as required in Specification, a "Certification Board" will be established to review the evaluation result and to decide a certificate will be granted or not. In the meeting, all evidences collected will be shown to members participate for a certification decision. The meeting will lead to a result either Granting, Suspending, Withdrawing of the Certificate.

"Certification Board" members are personnel who do not directly conduct any evidence collecting activities such as evaluation, measurement, etc. to provide sufficient impartiality of the decision made.

11. Granting Certificate

The Certificate is granted if:

- a) all required documents and information are submitted;
- b) effective compliance of specific critical control points
- c) fulfill required record checking
- d) related tests listed in Specification are passed.
- e) no critical problem found in complaint handling, i.e.
 - traceability of complaint record;
 - complaint for the same issue after corrective actions taken;

In general cases, records within 1 year before application will be reviewed. In case of public concerned complaint related to safety occurred, effectiveness of corrective actions will be verified through checking records for extent period.

12. Suspending Certificate

The Certificate is suspended if:

- a) A critical safety problem is noticed or reported by public, media or relevant government authorities;
- b) User cancels or postpones a due surveillance for more than 30 calendar days beyond the agreed



date;

- c) User breaches the rules for use of the Certificate or Mark;
- d) User breaches or fails to comply with its Certificate of registration.

Any product failure that damage the reliability of the Scheme, including but not limited to significant number of consumer complaints, product recall or withdrawal, investigation by government, must be reported to CMAIDF which may results in immediate suspension of the Product from the scope of certification until such time as CMAIDF verifies corrective action taken and/or conducts re-assessment.

Where certification is suspended, User must not uses the Mark, or in any other way imply continues certification of the subject products.

User must also provide CMAIDF with a corrective action plan within 2 working days including written evidence that customers of the affected product(s) have been advised of the withdrawal or suspension of certification.

On receiving a corrective action plan, CMAIDF verifies that corrective action is taken with 7 working days. If successful, certification is reinstated and CMAIDF conducts a further additional surveillance within 3 months.

13. Withdrawing Certificate

In extreme case, CMAIDF may withdraw certification. This happens if an User:

- a) Fails to take corrective action as instructed;
- b) Fails to allow CMAIDF to undertake surveillances within agreed period;
- c) Ceases trading, or appoints administrator, receiver, or liquidator;
- d) Improper use of the Mark;
- e) Related fee is not paid as scheduled.

Where certification is withdrawn, CMAIDF advises the User in writing of such withdrawal and the reason why, and requests the return of the certificate.

When certification is withdrawn, User must not use the Mark, or in any other way imply continues certification of the subject products. It must immediately cease to use all packaging, stationery or other goods that indicate the Certificate.



Where a certified company or business changes ownership, the Certificate of registration is cancelled and the new owner is required to re-apply for certification.

14. Appealing or Complaining of Certification Activities

Any appeal or complain against CMAIDF assessment, auditor, certification decision, and/or other services provided by CMAIDF, Applicant/User must put it in writing with reasons and requesting further consideration to the CEO of CMAIDF within 14 days after certain issue occurred.

Appeal against certification decision will be handled by “Appeal Handling Board”. In the meeting, all evidences used in “Certification Board” together with the written reasons of appeal raised by Applicant/User will be shown to members for consideration. All members are personnel who do not directly conduct any evidence collecting activities such as evaluation, measurement, etc. and not participated in the “Certification Board” to ensure sufficient impartiality of the decision made.

15. Surveillance

After certification granted, CMAIDF conducts one surveillance (irregular site visit including sample collection) every 12 months, so that the compliance of the Scheme can be ensured to be consistent. Detail requirement for surveillance is listed in Specification.

16. The Certificate and the Mark

The Certificate of the Scheme will include the information as below,

- Certificate Number
- Name of User
- Name of certified Product
- Address of certified production site
- Issue Date and Expiry Date
- The Mark of the Scheme
- Signature of responsible person of CMAIDF

In case User is not able to mark and differentiate certified products, leading to traceability cannot apply to initial distribution route, Certificate will be remarked “Quality per ex-factory”.

The Certificate and Mark can and shall be used to convey the User’s certification to clients and the



public in Hong Kong SAR. They are only valid for claiming the related nature of product/service listed on the Certificate. Such claim for other product/service will be handled as breaches the rules for use of the Certificate or Mark.

The Mark can and shall be used to convey the User's certification to clients and the public in Hong Kong SAR. It shall be output as the template below,

 <p>刺身級 Sashimi Grade</p> <p>廠商會檢定中心 CMA TESTING</p>	 <p>優質級 Excellent Grade</p> <p>廠商會檢定中心 CMA TESTING</p>
<p>For product granted "Sashimi Grade"</p>	<p>For product granted "Excellent Grade"</p>

It CANNOT be used, but not limited to, cases as below:

- a parent company;
- a subsidiary company;
- another company that has any connection with the certified company (e.g. a supplier, a purchaser, a consultant to the company, a franchise, etc);
- a company whose CMAIDF certification has been withdrawn or suspended
- a product from a production site which is not assessed nor certified;
- any other way without authorized by CMAIDF.

The Mark must be used in a manner that:

- with Certificate Number next to it;



- follows the color scheme, except black and white output, and scale as the template above;
- size is able to be observed clearly;
- relates directly to the physical locations, products, services, or activities detailed in the Scope of Certification issued by CMAIDF; and
- does not imply or suggest that the certification cover physical locations, products, services or activities that are not detailed in the Scope of Certification issued by CMAIDF.

17. Duration

The certificate remains valid for a period of 12 months, subject to the outcome of periodic surveillance result. The certificate may be displayed in areas where they are readily seen by customers, potential customers, and staff. Incorrect use of the certificate may result in a client being misled as to the extent or scope of the certification, and may result in withdrawing the certificate by CMAIDF. All original certificates remain the property of CMAIDF and must be returned to CMAIDF on request.

18. Confidentiality

CMAIDF operating procedures require that, apart from responding to government or court of Hong Kong SAR for relevant legal requests, all information related to Applicant/User is treated as strictly confidential by CMAIDF staff and corresponding subcontract personnel.

19. Ownership of Certificate and Mark

CMAIDF is the beneficial owner of the Certificate and is not aware that the use of the Logo will infringe the rights of any third party in Hong Kong SAR or elsewhere but gives no warranty as to whether any such third party rights will be infringed in Hong Kong SAR or elsewhere.

CMAIDF reserves the right for suspend or withdraw certification if conditions as outlined in The Scheme are not fully complied with by User; and makes such certification decisions without liability under any contractual requirement specified elsewhere.

20. Exclusion of liability

CMAIDF is not liable to the Applicant/User or any third parties for any directly or indirectly loss or damage arises with respect to the Certification of the Scheme, including but not limited to the sale of certified Products, other services to the public by an Applicant/User (whether or not by reference to the Mark).



CMAIDF reserves its right to amend these conditions from time to time without prior notice.

If any provisions or any part thereof contained in these conditions shall be prohibited by law or adjudged by a court or other competent authority to be unlawful, void, or unenforceable, such provisions or such parts shall to the extent required be severed from these conditions and rendered ineffective to that extent without modifying the remaining provisions or any other parts of such provisions of these conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these conditions.

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

These conditions are written in English language. They may be translated into other languages solely for general reference only. In case of an inconsistency or discrepancy in the meaning or interpretation amongst those translated versions with the original English context, the English version shall prevail.

These conditions shall be governed by and construed in accordance with the law of Hong Kong SAR and each party agrees to submit to the exclusive jurisdiction of the courts of Hong Kong SAR.