



Canadian Food
Inspection Agency

Agence canadienne
d'inspection des aliments

QSP 142.2

Seed Program Quality System Procedure

Authorized Seed Crop Inspection Program

Plant Production Division
Plant Products Directorate
Canadian Food Inspection Agency
2 Constellation Cres.
Ottawa, Ontario
Canada
K1A 0Y9

Canada

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DATE

Version 3.0 of the Authorized Seed Crop Inspection Program was issued April 28, 2006.

CONTACT

The contact person for this document is the Chief, Import and Domestic Office, Seed Section.

REVIEW

This Seed Program Quality System Procedure is subject to periodic review. Amendments will be issued from time to time to ensure the procedure continues to meet current needs.

ENDORSEMENT

This Seed Program Quality System Procedure is hereby approved.

Director, Plant Production Division

Date

DISTRIBUTION

The most up to date version of this document will be maintained on the Canadian Food Inspection Agency Internet site. In addition, the signed original will be maintained by the National Manager, Seed Section.

0.0 INTRODUCTION

Pedigreed seed crop inspection is directed by quality system procedures (QSPs) and specific work instructions (SWIs). Under an audited management system, it is possible to have an inspection service operating under the authorization of the Canadian Food Inspection Agency (CFIA). This authorized seed crop inspection service will employ inspectors who are licensed by the CFIA to conduct pedigreed seed crop inspections. This Seed Program Quality System Procedure (QSP) outlines the principles for the implementation of an authorized seed crop inspection program. The purpose of this program is the recognition of private companies, and individuals employed by them, to provide pedigreed seed crop inspection services. The administration of this program provides consistency in delivery quality between authorized and official seed crop inspection.

Applicants who meet the requirements of this QSP, and candidates who meet the requirements of this QSP and QSP 142.1 *Pedigreed Seed Crop Inspection Procedure*, may be authorized and licensed, respectively. Upon formal written CFIA authorization, an inspection service can engage licensed seed crop inspectors whose Reports of Seed Crop Inspection will be recognized by the Canadian Seed Growers' Association (CSGA). Under the Organisation for Economic Co-operation and Development (OECD) Seed Schemes, authorized seed crop inspection services may only be recognized for the inspection of crops producing Certified status seed.

1.0 SCOPE

This QSP describes the procedures for ensuring the authorized seed crop inspection service meets the specifications and delivers services as outlined in:

- Canadian Regulations and Procedures for Pedigreed Seed Crop Production (CSGA Circular 6 and its amendments);
- Inspection Agency Requirements for the Delivery of the Pedigreed Seed Crop Inspection Program (SPRA Standard 141); and
- OECD Guidelines for Control Plot Tests and Field Inspection of Seed Crops.

2.0 REFERENCES

The publications referred to in the development of this QSP are identified in SPRA 111 *References for the Seed Program*. The *Proposal for Rule Changes to Implement Permanently the Derogations of Field Inspections Authorized in C(95)161/Final*, published by the OECD and QSP 142.4 *Official Crop Inspector Certification Procedures* were also used.

3.0 DEFINITIONS, ABBREVIATIONS AND ACRONYMS

3.1 Definitions

For the purposes of this QSP, the definitions given in SPRA 101 *Definitions for the Seed Program* and the following apply:

Applicant	-	a company/institution that applies for authorization to provide an officially recognized pedigreed seed crop inspection service
Audit	-	a systematic and independent evaluation, by examination of objective evidence, to determine the degree of conformity of a body's planned activities and related results with the prescribed standards
Authorized	-	having received written approval from the National Manager, Seed Section
Authorized Seed Crop Inspection Service	-	program that has received written authorization from the National Manager, Seed Section
Candidate	-	an individual seeking to become a licensed seed crop inspector
Licensed	-	having received written recognition by the National Manager, Seed Section
Licensed Seed Crop Inspector	-	an individual who has been licensed to conduct pedigreed seed crop inspection for an authorized seed crop inspection service
Official Seed Crop Inspector	-	individual employed by the CFIA who is qualified to conduct pedigreed seed crop inspection.

3.2 Abbreviations and Acronyms

CFIA	-	Canadian Food Inspection Agency
CSGA	-	Canadian Seed Growers' Association
OECD	-	Organisation for Economic Co-operation and Development
QA	-	Quality Assurance
QSP	-	Quality System Procedure
RSO	-	Regional seed officer

SPRA - Seed Program Regulatory Authority

SWI - Specific Work Instruction

4.0 GENERAL REQUIREMENTS

4.1 Operational Procedures

Every authorized seed crop inspection service shall comply with SPRA Standard 141 *Inspection Agency Requirements for Delivery of the Pedigreed Seed Crop Inspection Program*, QSP 142.1 *Pedigreed Seed Crop Inspection Procedure* and this QSP 142.2 *Authorized Seed Crop Inspection Program*. Companies and individuals that meet the requirements of this QSP and have demonstrated their competence to perform pedigreed seed crop inspections according to QSP 142.1 *Pedigreed Seed Crop Inspection Procedure* and associated SWIs may be authorized.

Authorized seed crop inspection services are required to obtain descriptions of inbred lines and variety descriptions from the seed grower or contracting company.

4.2 Criteria for Participation

4.2.1 Applicant (Company/Institution)

The applicant's quality manager must be familiar with CSGA's *Canadian Regulations and Procedures for Pedigreed Seed Crop Production* and its amendments. In addition, the company or institution must:

- ensure that staff have as little commercial, financial or other pressures or conflicts that might cause staff to act in other than an impartial manner;
- have a QA manual describing its pedigreed seed crop inspection operations; and
- comply with the terms and conditions of authorization.

4.2.2 Candidate (Individual)

The candidate (individual) must:

- meet the qualifications as specified in QSP 142.1 *Pedigreed Seed Crop Inspection Procedure* with the exception of the evaluation requirements;
- meet the requirements of evaluation contained in Section 4.4;
- be employed by an applicant to this program or an inspection service that has been authorized by the National Manager, Seed Section.

4.2.3 Region

The Regional Operations Staff must comply with:

-
- SPRA 141 *Inspection Agency Requirements for the Delivery of the Pedigreed Seed Crop Inspection Program*;
 - QSP 142.1 *Pedigreed Seed Crop Inspection Procedure*;
 - QSP 142.2 *Authorized Seed Crop Inspection Program*;
 - QSP 142.3 *Authorized Seed Crop Inspection Service Monitoring and Auditing*; and
 - related SWIs.

4.3 Authorization Process

The authorization process must be repeated if an applicant or candidate wishes to carry out activities on a species other than that for which authorization has been received.

4.3.1 Applicant

The applicant must:

- request an application from the CFIA office nearest to the location of the proposed inspection activity;
- implement a QA system and have a QA manual in place. The manual may be modelled after the Generic QA Manual in Appendix VII or may use other quality management formats;
- return to the regional office a completed application that includes:
 - a) completed interrelation chart;
 - b) copy of their QA manual including quality systems policies and procedures;
and
 - c) name(s) and qualifications of the nominated candidate(s);
- submit fees for the initial complete systems audit for the inspection service and the evaluation of each candidate crop inspector;
- agree to comply with the terms and conditions of training and evaluation as outlined in Section 4.4.

4.3.2 Candidate

The applicant will also apply on behalf of the candidate.

Prior to a licensing recommendation by a RSO, each candidate will demonstrate his/her proficiency in crop inspection as outlined in QSP 142.1 *Pedigreed Seed Crop Inspection Procedure*. To do so, there will be a required theory training and evaluation session and a practical evaluation.

4.3.3 Region

The RSO reviews the application and QA manual using guidelines and checklists provided

in QSP 142.3 *Authorized Seed Crop Inspection Service Monitoring and Auditing*. If the applicant's QA manual meets minimum standards, the RSO schedules a premise visit for the complete system audit.

The RSO will provide a notice of applicants and candidates (including recommended conditions for authorization) to the Chief, Imports and Domestic, Seed Section. The applicant will be notified by the RSO to arrange candidate crop inspector training and evaluation. There is an additional fee for this service. Training will be conducted according to section 4.4.

Notice of decline or corrective action requests regarding the application or the QA manual are sent by the RSO, directly from the regional office to the applicant. A notice of decline will be sent where:

- there is a critical corrective action required to the applicant's QA manual;
- there are more than two major corrective actions required to an applicant's QA manual;
- the applicant fails to demonstrate that the QA system has been implemented effectively; or
- no candidates employed by the company successfully completed the written and practical evaluations.

4.3.4 Seed Section

The responsibilities of the Seed Section are:

- upon receipt, and National Manager approval of the recommendation provided by an RSO, the Chief, Imports and Domestic, notifies the applicant by letter of pending authorization. Included with the notification is the agreement that the applicant must sign and return prior to authorization (See Appendix IV). A copy of this notification is sent to the Area Network Specialist and the RSO;
- upon receipt of the signed agreement, the Chief, Imports and Domestic notifies the applicant by letter of the completion of the authorization process. A copy of this letter is sent to the CSGA, the Area Network Specialist, and the RSO; and
- upon receipt and National Manager approval of the recommendation from the Region, the Chief, Imports and Domestic, notifies the candidate by letter of his/her authorization, including the seed crop inspector licence and inspector number. A copy of the authorization is sent to the CSGA, Area Network Specialist, and the RSO.

4.4 Training and Evaluation

All candidates must successfully complete written and practical evaluations administered by the CFIA in order to become licensed seed crop inspectors. In addition, the CFIA may, upon written request and submission of fees, provide optional training on the theoretical

and practical aspects of pedigreed seed crop inspection pertaining to the crop for which a licence is sought. Additional training may also be provided on the quality systems procedures for the licensing of seed crop inspectors.

The theoretical training and written evaluations will be conducted at a mutually agreed upon location. Where CFIA facilities are not available on the date and time agreed upon for the training and evaluation, the responsibility for provision of such facilities will rest with the applicant. The provision of facilities for practical evaluation shall be the responsibility of the applicant. Practical evaluations will be conducted at a mutually agreed upon facility.

The duration of training and evaluation shall be approximately one ½ day for each of the written and practical evaluations. The duration of the practical training will be 1 day. The duration of training on quality systems procedures for the licensing of private seed crop inspectors will be approximately one-half day. The duration of classroom training on seed crop inspection will be 1½ days.

Should the applicant wish additional training in addition to that described above, the applicant/authorized seed crop inspection service will submit a written request to the regional seed officer. This additional training will also be subject to the availability of resources.

During training, the candidates shall work under the supervision and direction of the regional seed officer and no work shall be performed by the candidate without the authorization, supervision and direction of this officer. In addition, the applicant/authorized seed crop inspection service will ensure that the candidates abide by all CFIA orders, procedures and policies related to building access and use of facilities including those related to security.

The CFIA will provide training and/or evaluation subject to the submission of fees and the availability of resources. All training presentations provided by the CFIA remain the property of the CFIA. CFIA will not provide any other training material to the applicant.

4.4.1 Training and Evaluation of Candidates

Upon request of the applicant/authorized seed crop inspection service, the CFIA will provide training to candidates. The applicant/authorized seed crop inspection service must specify in its request:

- the requested duration of training and the type of training to be provided (i.e. theory, practical);
- the type of evaluation to be provided;
- the proposed location of training;
- the proposed dates of training;
- the number of candidates proposed for training; and
- documentation of the candidates' medical coverage for the training and evaluation period.

The applicant/authorized seed crop inspection service is responsible for providing medical insurance, training expenses and salary to its employees during the training and evaluation. The medical coverage must include all provisions related to the candidate's participation in the training/evaluation and shall include insurance in case of injury during the evaluation. In addition, the applicant/authorized seed crop inspection service is responsible for providing facilities for training and evaluation as well as any publicly available crop inspection training information to its employees (CSGA Circular 6 and information available on the CFIA website).

The applicant/authorized seed crop inspection service alone is responsible for the expenses of any kind arising from or associated with the training and evaluation of candidates including the candidates transportation and living expenses during the training and evaluation period.

4.4.2 Written Evaluation

Written evaluations, approved by the National Manager, Seed Section, are developed that are specific for the species for which the candidate/ inspection service is seeking licensing/ authorization.

The written examination will be administered by the regional seed officer. The written evaluation will only be provided to the candidate at the time of the evaluation. Following the evaluation, the evaluation material will be returned to the officer, regardless of whether the candidate wishes to continue with the licensing process.

The applicant/authorized seed crop inspection service or its employees may not disclose, copy, reformat or use the written evaluation material in any manner whatsoever without the prior written consent of the CFIA.

Written examinations will be in "closed book" format in order to assess recall and application knowledge. A candidate who receives a mark of 70% or higher will be deemed to have successfully completed the evaluation.

4.4.3 Practical Evaluation

The practical evaluation will be administered by the regional seed officer or an advanced inspector who has assisted in practical evaluation for three assessments.

The practical evaluation will be based on one seed crop. The candidate who achieves a mark of 80% or higher will be deemed to have successfully completed the evaluation. The candidate will have access to all documents normally available to crop inspectors during the performance of their duties.

The candidate will be informed of their final mark. The applicant will be informed whether or not the candidate has been successful in the evaluation.

4.5 Continuing Responsibilities

4.5.1 Authorized Seed Crop Inspection Service and Licensed Seed Crop Inspector

Each authorized seed crop inspection service must:

- submit annual surveillance and partial systems audit fees not later than December 31st of each year;
- submit information on the projected seed crop inspection activities for the specific crop as outlined in Appendix VI;
- submit samples for purity of variety testing as directed by the regional seed officer;
- give the RSO written notice of any changes made to its quality manual, within 14 days of the change;
- afford CFIA representatives such reasonable cooperation as necessary for the purpose of surveillance and system audits;
- adhere to the terms and conditions of the authorization, its inspection quality manual, and comply with Circular 6 and its amendments, QSP 142.1 *Pedigreed Seed Crop Inspection Procedure* and related technical bulletins; and
- maintain complete and accurate records.

Each licensed seed crop inspector must:

- submit reports on all crops inspected;
- agree to retraining and evaluation when surveillance audits indicate non-conformances that may be appropriately addressed by training. If the inspector has been inactive in the inspection program for more than two years, retraining will be required in a manner that is consistent with retraining of official inspectors; and
- comply with the terms and conditions of the licence.

4.5.2 Region

The Regional Operations staff is responsible for:

- keeping current all pertinent information detailing inspection requirements and for making it available for the guidance of inspectors;
- providing training on a fee for service basis, or where available provide a list of institutions that provide training based on the requirements of:
 - a) Circular 6 and its amendments;

-
- b) SPRA Standard 141 *Inspection Agency Requirements for Delivery of the Pedigreed Seed Crop Inspection Program*;
 - c) all related QSPs and SWIs;
- initiating invoices for services, collecting fees and forwarding fees to the appropriate financial office;
 - conducting audits and monitoring of seed crop inspection services on a fee for service basis as outlined in section 6.0, Monitoring (See QSP 142.3 for further detail);
 - maintaining candidate and applicant files, including evaluation decision documents, records of inspections, and results of surveillance audits or monitoring. This file will also contain copies of invoices and licences issued.; and
 - obtaining samples for purity of variety testing from the authorized seed crop inspection service and providing them to the Cultivar Verification Laboratory.

4.5.3 Seed Section

The Chief, Imports and Domestic, is responsible for:

- providing annually (June) to the regional offices and CSGA staff an updated list of licensed seed crop inspectors;
- d) advising Operations, via program network, of all changes or modifications to the pedigreed seed crop inspection program, SPRA Standard 141 *Inspection Agency Requirements for Delivery of the Pedigreed Seed Crop Inspection Program*, or related technical bulletins, within 14 days of the change; and
- e) advising the RSO annually regarding purity of variety samples that are to be submitted in support of this program.

5.0 SERVICES

An authorized seed crop inspection service employing appropriately licensed inspectors may provide the services outlined in its agreement.

Where an authorized seed crop inspection service contracts with a grower or seed production enterprise to provide a pedigreed seed crop inspection service, the onus is on the contracted party to provide this service.

Where the authorized seed crop inspection service is unable to fulfill all or part of its contractual obligations, the CFIA may provide the inspection service subject to the following:

- the authorized seed crop inspection service will notify CFIA as early as possible to arrange for inspections;
- the CFIA will conduct the crop inspections if resources permit and in such a manner so as to not compromise inspection delivery to growers who made timely applications

to CSGA; and

- CFIA will invoice the authorized seed crop inspection service for any inspections performed on their behalf.

6.0 MONITORING

The authorized seed crop inspection service is to be audited each year by the CFIA. Following each audit, a performance summary will be provided. The performance of each licensed inspector will be included in the annual performance summary. Monitoring will be conducted according to QSP 142.3.

7.0 SUSPENSION AND CANCELLATION

In all circumstances of suspension or cancellation of a licence or agreement, the National Manager will inform the CSGA, all Area Network Specialists, and the RSO in the area in which the suspended/cancelled party does business.

7.1 Suspension/Cancellation of an Agreement

An agreement for a seed crop inspection service will be suspended where:

- the CFIA determines that the Reports of Seed Crop Inspection of one or more licensed inspectors do not accurately reflect the observations made during the CFIA audit where the differences do not result from crop management during the interval between the inspection and the audit;
- the inspection service has violated an existing standard for reasons other than safety; or
- the inspection service fails to comply with any provision of the service agreement.

Where the inspection service fails to comply with new requirements in relation to the revision of the standard, the National Manager will negotiate a date for future compliance. If the negotiated date for compliance is not met, the National Manager will suspend the agreement of the inspection service. If, within thirty days an appropriate corrective action has not been taken and verified to be implemented, the National Manager will cancel the agreement of the inspection service.

Depending on the reason for the suspension/cancellation, the following schedule of notice will be followed:

Situation requiring the dispatch of notice that can lead to suspension/cancellation	Days of notice prior to suspension/ cancellation
Authorized Seed Crop Inspection Service's wish to cancel:	maximum 30 days
Provision of false or misleading information or	none

maintaining false records:

The CFIA determines one or more inspections differ significantly from the observations made during the CFIA audit where the differences do not result from crop management during the interval between the inspection and the audit:

none

none

Failure to provide access to premises, documents, reports, information and/or reasonable assistance as required:

Violation of an existing standard, for other reasons than safety:

maximum 60 days

maximum 30 days

Non-payment of fees to the CFIA:

Failure to meet other provision(s) of the service agreement:

maximum 60 days

Mandatory compliance with new requirements in relation to revision of a standard:

negotiable

Notice of cancellation shall be sent by registered letter (or equivalent means) to the other party, stating the reasons and the date of termination of the agreement.

An agreement for an authorized seed crop inspection service will be cancelled:

- where the agreement has been suspended and corrective action has not been implemented within the time period outlined in the authorization agreement (Appendix IV);
- where false or misleading information was supplied as part of the application for authorization or in support of continuing agreement;
- the authorized seed crop inspection service fails to provide access to premises, documents, reports, information and/or reasonable assistance as required;
- at the request of the inspection service; or
- where the inspection service fails to submit the appropriate fees to the inspection agency.

7.2 Suspension/Cancellation of a Licence

A licence will be suspended when the National Manager is informed by the RSO that:

-
- one or more of the inspector's Reports of Seed Crop Inspection do not accurately reflect the observations made during the CFIA audit where the differences do not result from crop management during the interval between the inspection and the audit;
 - the inspector fails to comply with any of the conditions specified in the licence;
 - the inspector receives payment for services based on either the number of crops passed or by the volume produced from the inspected crops; or
 - the inspector fails to meet the requirements specified in Section 4.5.1 of this QSP.

The cancellation of a licence occurs where the National Manager is informed by the RSO that a licensed seed crop inspector:

- is no longer qualified to perform any of the functions for which s/he is licensed;
- the authorized seed crop inspection service fails to submit fees pertaining to the auditing of a licensed inspector currently conducting inspections for the service;
- false or misleading information was supplied as part of the application for licence;
or
- is no longer employed by an authorized seed crop inspection service.

8.0 REINSTATEMENT

Where the National Manager reinstates a suspended licence or agreement, s/he may do so without requiring an application form but will require fees where there is a requirement for training, or an audit to verify the implementation of a corrective action.

Where an agreement has been cancelled, the National Manager will only reinstate it when the initial authorization process is repeated.

Where a licence has been cancelled due to termination of employment with an authorized seed crop inspection service, the licence may be reinstated upon employment with an authorized seed crop inspection service with no requirement for training or evaluation. In this case, the audit frequency level of the inspector shall be the frequency level at the time of cancellation.

In other cases, where a licence has been cancelled, the National Manager will only reinstate it when the initial authorization process is repeated.

Appendix I Application Form - Authorized Seed Crop Inspection Service &/or Licensed Seed Crop Inspector

Please provide the information as fully as possible. This information will be used to assess the applicant/candidate against the accreditation criteria.

1. General Information

Name of Applicant: _____

Address: _____

Telephone Number: _____ Fax#: _____

Email: _____

Contact Person (if not same as above): _____

Crop kinds for which accreditation is sought (use separate page, if necessary): _____

Name of Candidate: _____

Work Location: _____

Work phone: _____ Fax#: _____

Crop kinds sought for accreditation : _____

Use separate pages for additional candidates.

2. Resource Information

Provide a resumé for each candidate including their educational qualifications, relevant work experience, memberships in professional associations and a brief summary of responsibilities.

3. Quality Assurance and Quality Control

Provide a copy of the quality assurance manual.

4. Training Options:

Please indicate desired training option:

- Home study Institution training
(not available in eastern Canada) Company training CFIA training

5. Signature of Applicant

Signature

Date

**Appendix II - Recommendation Form - Authorized Seed Crop Inspection Services &/or
Licensed Seed Crop Inspector**

<p>Name of Candidate: _____</p> <p>I am aware of the conditions and responsibilities involved in this authority and agree to comply with all procedures as required under the <i>Seeds Act</i> and SPRA Standard 141.</p> <p>_____ Candidate signature & date</p>	<p>Name of Applicant: _____</p> <p>I am aware of the conditions and responsibilities involved in this authority and agree to comply with all procedures as required under the <i>Seeds Act</i> and SPRA Standard 141.</p> <p>_____ Applicant signature & date</p>
<p>Applicant Address: _____</p>	<p>Applicant Telephone and Fax Number: _____</p>
<p>Applicant recommended for the following crop kinds:</p> <p>_____</p> <p>Quality Assurance Manual review attached.</p> <p>Candidate recommended for the following crop kinds:</p> <p>_____</p> <p>Licensed Seed Crop Inspector Assessment Form as follows.</p> <p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>Recommended Conditions of Authorization:</p> <p>_____</p> <p>_____</p> <p>Regional Seed Officer: _____</p> <p>Signature & date: _____</p>	

Quality Assurance/Quality Control of Applicant (Manual Review):

The documented procedures that outline performance specifications, procedures and the training

plan criteria found in the Quality Assurance Manual have been evaluated and are found to be in compliance for:

- a) documentation;
- b) field survey;
- c) determination of travel patterns;
- d) counts for impurities;
- e) completion of crop inspection report;
- f) inspection of pre-control plots; where applicable
- g) specific crop inspection (each crop kind); and
- h) records of crops inspected by each inspector.

The documented procedures and training plan include consideration of health and safety issues. The procedures that assure that the QA plan is properly executed have been evaluated and have been found to be in compliance.

Recommendation:

Applicant named on this form is recommended.

Regional Seed Officer: _____

Signature: _____

Date: _____

Appendix IIA - Licensed Seed Crop Inspector Assessment Form

Candidate: _____

Applicant: _____

Recommending Inspector: _____

The candidate has successfully demonstrated proficiency in pedigreed seed crop inspection according to QSP 142.1 *Pedigreed Seed Crop Inspection Procedure* and is recommended for licensed seed crop inspector status. The following components have been specifically addressed:

- a) CSGA Circular 6 and its amendments;
- b) *Seeds Act and Regulations*;
- c) QSP 142.1 - *Pedigreed Seed Crop Inspection Procedure*;
- d) OECD Schemes for the Varietal Certification of Seed;
- e) the distinguishing plant characteristics for the crop being inspected;
- f) the various categories of weeds and weed identification relevant to the crop kind for which the candidate is seeking a licence;
- g) knowledge of common growth problems caused by pesticide misapplication, common diseases, and/or nutrient, moisture, or temperature imbalances;
- h) characteristics of other plants commonly found in the species being inspected, such as other crop kinds difficult to separate, and weeds difficult to separate;
- i) timing of crop inspection;
- j) Specific Work Instructions for the crop being inspected.

Provide additional comments on a separate page if necessary.

Date of written evaluation: _____
Mark on written evaluation: _____
Invigilator: _____
Date of practical evaluation: _____
Mark on practical evaluation: _____
Evaluator: _____

Appendix III - Seed Crop Inspector's Licence

1. The Canadian Food Inspection Agency (CFIA), in compliance with the standards of the Canadian Seed Growers' Association (CSGA), acting in accordance with Quality Systems Procedures documents 142.1 and 142.2 hereby authorizes:

to be a seed crop inspector for the following crop kind(s):

Crop Inspector Number:

Date Certificate issued:

National Manager, Seed Section

In conformance with participation in OECD Seed Schemes, licensed seed crop inspectors may only inspect crops producing Certified status seed.

1. (a) The following are specified as the functions of a seed crop inspector for the purpose of this authorization:
 - i) to examine in a manner approved by CFIA and in compliance with the seed crop inspection standards of the Canadian Seed Growers' Association, seed crops of the kinds, specified in this licence;
 - ii) to complete and submit to CFIA such reports on examinations of crops carried out by the inspector;
 - iii) to maintain records of crops examined by the inspector; and
 - iv) to allow the CFIA to conduct monitoring of selected crops for independent testing and examination by the CFIA for assurance that conformity with the standards is being maintained.
- (b) The following is also specified as a function of any seed crop inspector authorized to examine crops who has held a licence for three years or more:
 - i) to supervise candidate seed crop inspectors as directed by CFIA.
2. This licence may be cancelled/suspended by CFIA in accordance with the provisions of QSP142.2 if they are satisfied that the seed crop inspector:
 - (a) is no longer qualified to perform any of the functions listed in the above paragraphs;
 - (b) has failed to comply with any of the conditions specified in this licence;
 - (c) has received payment for services determined either by the number of hectares passed, or by the tonnage produced from the inspected crops;
 - (d) has failed to submit appropriate fees to the CFIA;
 - (e) has provided false or misleading information as part of the application or as part of a Report of Crop Inspection; or

-
- (f) is no longer employed by an authorized seed crop inspection service.
3. Conforming with the instruction of CFIA, the licensed seed crop inspector must not be engaged in any other activities that could affect his/her impartiality. CFIA may vary this licence by a notice in writing given to the holder. This licence shall remain in effect unless cancelled/suspended.

Appendix IV - Agreement to Provide Pedigreed Seed Crop Inspection Services

SERVICE AGREEMENT

BETWEEN: The Canadian Food Inspection Agency, a body corporate established pursuant to the *Canadian Food Inspection Agency Act* (Canada) with its headquarters located at 59 Camelot Drive, Ottawa, Canada; hereinafter the “CFIA”

AND: The crop inspection service _____, incorporated under the *Canada*

WHEREAS

Pursuant to subsection 14(1) of the *Canadian Food Inspection Agency Act*, the CFIA may enter into agreements with any organization;

Pursuant to Section 39 (1) of the *Seeds Regulations* and the Seed Program Regulatory Authority (SPRA) Standard 141, the CFIA as the provider of pedigreed crop inspection services to the Canadian Seed Growers’ Association (CSGA) has the right to contract the inspection of pedigreed seed crops to other bodies adhering to the procedures approved by the CSGA.

THEREFORE

The CFIA hereby enters into this agreement with the CIS and authorizes the CIS as an authorized pedigreed seed crop inspection service subject to the terms and conditions specified herein, provided that the CIS continues to demonstrate conformity to the SPRA Standard 141 and the related quality system documentation.

1. DEFINITIONS AND ACRONYMS:

Authorized	-	having received written approval from the National Manager, Seed Section
CSGA	-	Canadian Seed Growers’ Association
Certified seed	-	the approved progeny of Breeder, Select, Foundation or Registered seed produced by seed growers and so managed to maintain varietal identity and purity at a high level. The seed may be graded under the <i>Seeds Act and Regulations</i> .
Licensed	-	having received written recognition from the National Manager, Seed Section
QSP	-	Quality System Procedure
SWI	-	Specific Work Instruction
Pedigreed seed	-	the seed derived from a crop for which the Canadian Seed Growers’ Association, based on a crop inspection report, has issued a crop certificate which indicates that the crop has been granted Breeder, Select, Foundation or Certified crop

status. In addition, this seed must meet the requirements of the *Seeds Regulations* for the specific crop kind and status level.

- OECD Seed Schemes - programs established by the Organisation for Economic Cooperation and Development for the varietal certification of seed of different plant species. Under these schemes, the CFIA may authorize non-official inspectors to conduct crop inspection in support of seed certification.
- SPRA - Seed Program Regulatory Authority

2. NATURE OF THE SERVICES TO BE PROVIDED

- 2.1 The CIS shall provide pedigreed seed crop inspection services in accordance with the terms and conditions of this agreement.
- 2.2 In conformance with participation in OECD Seed Schemes, authorized seed crop inspection services may only provide services for the inspection of pedigreed seed crops producing Certified seed.
- 2.3 This agreement allows the CIS to provide pedigreed seed crop inspection services for crops producing Certified seed of _____ (crop kind(s)).
- 2.4 The CIS will provide, or through contractual agreement with the owners of the crops that are inspected, for the taking and retention of purity of variety samples for each crop inspected. The CIS will submit these samples to the CFIA in compliance with QSP 142.2. *Authorized Seed Crop Inspection Program*.

3. OBLIGATIONS OF THE INSPECTION SERVICE

- 3.1 The CIS agrees that they and all licensed inspectors employed will comply with all the requirements stated in the SPRA 141 and the related QSPs and SWIs as may be amended from time to time.

4. OBLIGATIONS OF THE CFIA

- 4.1 The CFIA shall license such employees of the CIS as have been found to meet the requirements of QSPs 142.1 *Pedigreed Seed Crop Inspection Procedure* and 142.2 *Authorized Seed Crop Inspection Program*
- 4.2 The CFIA carries out a continuing surveillance on the inspection service's compliance with its obligations, in accordance with the conditions stated in the SPRA 141 for the inspection system and the QSPs 142.2 *Authorized Seed Crop Inspection Program* and

5. AMENDMENTS TO CSGA INSPECTION STANDARDS

- 5.1 If the requirements applying to the inspection standards of the CSGA as outlined in the *Canadian Regulations and Procedures for Pedigreed Seed Production* are amended, the CFIA shall immediately inform the authorized crop inspection service stating at what date the modified requirements will become effective, and advising them of any need for a supplementary evaluation of its licensed crop inspectors and its quality system that are subject to this agreement.
- 5.2 Within a period of time indicated in the abovementioned notice after receipt of the advice described above, the authorized crop inspection service shall inform the CFIA by registered letter (or equivalent means) whether they will implement the amendment. If the authorized crop inspection service gives confirmation within the specified period of their implementation of the amendment and provided the result of any supplementary examination is favourable, a supplementary authorization will be issued and the CFIA's records modified.
- 5.3 If the authorized crop inspection service advises the CFIA that they are not prepared to accept the modification within the specified period of time as indicated above, or if they allow the terms for acceptance to lapse, or if the result of any supplementary examination is not favourable, the authorization covering the particular crop kind shall cease to be valid on the date on which the modified specification becomes effective to the CFIA, unless otherwise decided by the CFIA, in consultation with the CSGA.

6. FEES

- 6.1 The CIS shall pay fees in accordance with the following directions.
- 6.1.1 Where a surveillance audit takes the form of a crop inspection, the fees for seed crop inspection shall be paid by the inspection service as prescribed in the *Canadian Food Inspection Agency Fees Notice* for a seed crop inspection services to determine the eligibility of a crop for pedigreed status. The frequency of audits and the calculation of audit costs shall be as provided in QSP 142.3.
- 6.1.2 Where training or retraining is required to be delivered by the CFIA for the purposes of this Agreement, the fees for training shall be paid as prescribed in the *Canadian Food Inspection Agency Fees Notice*. Fees for the evaluation of candidate crop inspectors will be included in fees for training.
- 6.1.3 Where a complete or partial systems audit is conducted as described in QSP 142.2 and QSP 142.3, the audit will be conducted at a fee of \$_____ (current rate) per hour plus applicable taxes.
- 6.2 The CIS shall pay to the CFIA fees charged by the CFIA on a fee-for-service basis for the services provided to the CIS or its employees pursuant to this Agreement. On receipt of invoice for any fees, the CIS's quality manager shall, within 30 days, forward a cheque payable to the Receiver General for Canada to the regional seed officer at _____ (location)_____.

6.3 In the event of a suspension, termination or withdrawal under this Article by any Party, the CIS is not entitled to a repayment of any or part of any of its payments to the CFIA.

7. CONFIDENTIALITY

7.1 Subject to the *Access to Information Act* and the *Privacy Act* and any other pertinent legislation, neither the CFIA nor the CIS shall disclose any confidential information, that shall include information about trade secrets, patents, techniques, intellectual property, technical expertise and financial or business information, related to the business of the CFIA or the inspection service or the business contracted by the inspection service and the pedigreed seed crop inspection activities carried out under this Agreement without first obtaining the prior written approval for the disclosure from the relevant party. If required by law to disclose inspection results or related information, the inspection service and the CFIA shall provide reasonable and ample written notice to the relevant party of the intent and nature of the disclosure.

7.2 The foregoing obligations of confidentiality and non-use shall not apply to the extent that any information is:

- a) already known to the non-disclosing party at the time of the disclosure;
- b) publically known prior to or after disclosure other than through acts or omissions of the disclosing parties or their affiliates; or
- c) disclosed to the disclosing party or its affiliates by a third party under no obligation of confidentiality to the non-disclosing party.

8. DURATION

8.1 This agreement comes into force upon its signing and remains in force unless cancelled or suspended under the provisions outlined in QSP 142.2 or terminated by either party upon due notice given to the other party.

9. SUSPENSION/CANCELLATION OF AGREEMENT

9.1 If suspension/cancellation of the authorization comes into question, the necessary time of notice prior to the suspension/cancellation will differ due to the situation that causes it.

9.2 Depending on the reason for the suspension/cancellation, the schedule of notice that follows below will be used.

Situation requiring the dispatch of notice that can lead to suspension/cancellation	Days of notice prior to suspension/cancellation
--	--

Authorized Crop Inspection Service's wish to cancel:	maximum 30 days
--	-----------------

Provision of false or misleading information or maintaining false records:	none
--	------

The CFIA determines that the Reports of Seed Crop Inspection of one or more inspectors do not

accurately reflect the observations made during the CFIA audit where the differences do not result from crop management during the interval between the inspection and the audit:	none
Failure to provide access to premises, documents, reports, information and/or reasonable assistance:	none
Violation of an existing standard, for other reasons than safety:	maximum 60 days
Non-payment of fees to CFIA:	maximum 30 days
Failure to meet other provision(s) of the service agreement:	maximum 60 days
Mandatory compliance with new requirements in relation to revision of a standard:	negotiable

9.3 Notice of cancellation shall be sent by registered letter (or equivalent means) to the other party, stating the reasons and the date of termination of the agreement.

10. INDEMNIFICATION

10.1 The CIS shall be responsible for and shall indemnify and save harmless Her Majesty the Queen in right of Canada, including the CFIA, Her Successors and assigns from and against all claims and demands, losses, damages, costs, expenses, actions and other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, caused by, arising out of or attributable to or with respect to the injury or death of any employees, agents, contractors or subcontractors of the CIS and/or the CFIA caused by the negligence of the CIS or any of their employees, agents, contractors or subcontractors and any loss or damage to property caused by, arising out of, attributable or with respect to the performance by the CIS or any of its employees, agents, contractors or subcontractors of this Agreement and for acts and omissions of the CIS and of any CIS employees, agents, contractors or subcontractors.

11. RELATIONSHIP

11.1 Nothing contained in this Agreement shall be considered or construed as creating a partnership or the relationship of principal and agent, lessor and lessee, or of employer and employee between the parties.

11.2 The CIS hereby acknowledges and agrees that their employees shall at no time be considered or portray themselves as an employee of the CFIA.

12. SURVIVAL

12.1 The provisions of the articles contained herein on indemnification and confidentiality shall survive the termination of this Agreement for a period of five years or for such period as required by law.

12.2 The period of survival shall commence on the date of termination of this agreement.

13. ACCESS TO PREMISES

13.1 Any authorized representative(s) of the CFIA shall have access to the premises of the inspection service or to any location, property or premises where any part of this Agreement is being carried out to verify compliance with the terms and conditions of this Agreement and the inspection service shall provide all reasonable assistance in this regard.

14. REPORTING

14.1 The inspection service shall provide such documents, reports and information or any copies of such, as is specified in QSP 142.2 *Authorized Seed Crop Inspection Program* and QSP 142.3 *Authorized Seed Crop Inspection Service Monitoring and Auditing* to verify compliance with the terms and conditions of the Agreement.

15. COMMUNICATIONS

15.1 Communications that should be given or made under this agreement should be made in writing and delivered during normal business hours on a business day and left with a receptionist or other responsible employee or sent by registered mail or sent by courier or sent by any electronic means of sending messages including facsimile and email.

16. REPRESENTATIVES

16.1 For the purposes of this agreement, the CFIA representatives shall be the regional seed officer, the Chief, Imports and Domestic and the National Manager, Seed Section as outlined in QSP 142.2 *Authorized Seed Crop Inspection Program*.

16.2 The CIS representatives shall be the quality manager and the licensed crop inspectors.

17. CONFLICT OF INTEREST

17.1 The CFIA and the CIS acknowledge that, based on the information they have available to them on the date of signing this Agreement, no real, potential, perceived or apparent conflict of interest prevents them from entering into the Agreement and undertaking their respective obligations and responsibilities thereunder.

17.2 The CIS agrees to any modification, amendment or termination of the Agreement if it is determined subsequent hereto by the CFIA in its sole and unfettered discretion that this Agreement could give rise to a real or potential conflict of interest.

17.3 The CFIA agrees to any modification, amendment or the termination of this Agreement if it is determined subsequent hereto by the CIS in its sole and unfettered discretion that this Agreement could give rise to a real or potential conflict of interest for the CIS.

18. DISPUTE RESOLUTION

18.1 The parties shall first attempt to resolve disputes arising in connection with this

Agreement through direct good faith negotiations. Such negotiations shall be undertaken for a maximum period of thirty working days unless resolved earlier. The parties may agree to an extension of the thirty working day period upon agreement in writing by each party.

- 18.2 All disputes, questions or differences arising in connection with this Agreement which cannot be resolved by the parties as set out above shall be resolved in an efficient and cooperative manner through mediation or any other such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least twenty days unless resolved earlier. The parties may agree to an extension of this twenty day period upon agreement in writing by each party.
- 18.3 All disputes, question of differences arising in connection with this Agreement, which the parties cannot resolve themselves through direct negotiation or the Appropriate Dispute Resolution efforts discussed above shall be finally settled by binding arbitration, by a single arbitrator chosen jointly by the parties at the place agreed to by the parties, pursuant to the *Commercial Arbitration Act*.
- 18.4 Subject only to the provisions of the *Commercial Arbitration Act*, the parties agree that the determination and award of the arbitrator shall be final and binding on both parties.
- 18.5 The costs of the arbitrator's fee and expenses shall be shared equally by each party. Each party shall bear its own costs.
- 18.6 This paragraph does not apply in respect of the interpretation or application of the public law of Canada, including without limitation, any matter of constitutional, administrative, criminal or tax law.

19. ASSIGNMENT

- 19.1 This agreement may not be assigned in whole or in part by the CIS or any of its employees without the prior written consent of the CFIA.

20. INTERPRETATION

- 20.1 This Agreement shall be interpreted in accordance with the laws in force in the province of _____.
- 20.2 The CIS warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any federal government official or employee for the obtaining of this Agreement.
- 20.3 No member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit therefrom.
- 20.4 If any term of this Agreement or the application thereof shall be held invalid or unenforceable by an arbitrator or by a court of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining term, condition and provision of this Agreement shall be valid and be enforceable to the fullest extent permissible by law.

21. EFFECTIVE DATE

21.1 This agreement will come into effect on the date it is last signed.

22. APPROVAL

Issued in duplicate and signed by authorized representatives of the CFIA and the CIS.

For the Canadian Food Inspection Agency:

For the Inspection Service:

Date.....

Date.....

.....
National Manager, Seed Section, CFIA

.....
(Signature) (title)

Appendix V - List of Responsible Personnel for Inspection Activities

INTER-RELATION BETWEEN ACTIVITIES OF SEED CROP INSPECTION	COMPANY PERSONNEL RESPONSIBLE FOR ACTIVITY
a) Overall responsibility for seed production	
b) Identification of and quality assessment of parental seed	
c) Application to CSGA	
d) Land use inspection, isolation concerns	
e) Review of quality of sub-contractors (growers)	
f) Verification of: · correct seed on the correct land · tags · maps	
g) Variety description of the parental material	

INTER-RELATION BETWEEN ACTIVITIES OF SEED CROP INSPECTION	COMPANY PERSONNEL RESPONSIBLE FOR ACTIVITY
h) Review quality of sub-contractors (roguing teams) <ul style="list-style-type: none"> • Training • Identification and counting of off types, variants and other crops • Timing of activity • Performing activity, count for off-types 	
I) Review of quality of sub-contractors (detasseling teams) <ul style="list-style-type: none"> • Training • Timing of activity • Performing activity 	
j) Crop Inspection <ul style="list-style-type: none"> • Weed condition - identification of weed condition • Disease presence • Presence of off-types • Completion of reports • Forwarding reports to CFIA Regional Office 	
k) Company personnel responsible for: <ul style="list-style-type: none"> • Identifying problems • Correcting problems 	
l) Final decision by the company on the quality of crop.	
m) Sampling of seed for post-control tests	
n) Planting, review etc. of post-control tests	
o) Correlation of post-control tests to seed production practices	

Appendix VI - Information Required on Projected Crop Inspection Activities

A. Hybrid Corn

The information that follows below must be submitted on a timely basis to the RSO responsible for administering the authorized seed crop inspection service program.

1. Post Planting:

- the approximate Certified acreage applied for inspection,
- the list of licensed inspectors that will be providing inspection services for the season including the specific crops they will be inspecting and the acreage of each crop, and
- an overlay map showing all Certified crops for inspection.

2. Pre-Inspection:

-
- a complete set of maps for all crops being inspected,
 - a list of the crops that candidate inspectors will be inspecting and the name of the licensed inspector under whose supervision they will operate, and
 - a list of the crops that licensed inspectors will be inspecting.

3. Inspection:

- an estimated date when each seed crop will be ready for inspection,
- the location and pertinent information of crops that have been sprayed with a pesticide and the date the crop can be safely re-entered, and
- the locations and acreage of any crops being abandoned for seed use due to severe weather conditions or other circumstances.

4. Post-Inspection:

- within ten days after inspections are completed, a complete Report of Seed Crop Inspection for each seed crop with corrected field map and copies of the inspectors' rough notes. A second copy of the Report of Seed Crop Inspection must be submitted to the CSGA, and
- an assessment report on any candidate inspectors being evaluated for accreditation purposes.

B. Hybrid Canola

The information that follows below must be provided to the RSO responsible for the authorized seed crop inspection service.

1. Post Planting:

- all applications for crop inspection and field maps,
- contact list of all involved parties,
- a quantitative summary of the crops and acres each inspector is to inspect, and
- an estimated date when each seed crop will be ready for inspection.

2. Pre-Inspection:

-
- the location and pertinent information of crops that have been sprayed with a pesticide and the date the crop can be safely re-entered, and
 - the location and acreage of any crops whose inspection application is being cancelled.

3. Post Inspection:

- the completed report of seed crop inspection for each seed crop. A second copy of the crop inspection report must be submitted to the CSGA, and
- an assessment report on any candidate inspectors being evaluated for accreditation purposes.

Appendix VII - Generic Authorized Seed Crop Inspection Quality Assurance Manual

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INTRODUCTION

This guide outlines the requirements of a quality program for a company accredited to deliver the services of inspection of seed crops for certification purposes. This guide only serves as an example of what should be contained in a quality assurance manual. The quality assurance manual may be a long detailed document or a simple outline of the procedures that are followed.

Key components of the quality assurance program include:

- senior management commitment to the program that is apparent to all employees involved in pedigreed seed crop inspection services;
- the use of approved documented procedures outlined in Circular 6 and QSPs 142.1 and 142.2;
- quality tests that demonstrate the reliability of each aspect of the analysis;
- sample and seed crop traceability;
- records of data and test results;
- problem identification and resolution; and

-
- auditing of the quality program.

Section 1 Management Responsibilities

- 1.1 The company should establish clear management policies and objectives for a quality pedigreed seed crop inspection service.
- 1.2 The policies and objectives of the company should be made known to all employees together with their responsibilities in relation to these requirements.
- 1.3 In conjunction with the details of their job responsibilities employees should receive adequate education, training, and documentation regarding the policy objective.
- 1.4 The responsibilities and authority of those organizational positions that manage and perform the work, and maintain the program should be defined and their inter-relationship shown on an organization chart.
- 1.5 The company should appoint a representative to administer, design and handle the operation and documentation of the quality program.
- 1.6 The senior management should review the status and adequacy of the quality program on an ongoing basis to determine that it effectively meets business goals and the quality program requirements. This review should, as a minimum, cover the audit findings and the corrective action program results.
- 1.7 Management should inform employees of the performance and impact of the quality program, on a regular basis.

Section 2 Documented Quality Program

- 2.1 A quality program should be developed to provide the necessary guidance and control to achieve the quality objectives. The documented quality program should provide an overview of company policy, organization and operation, and the “product standards”.
- 2.2 The documented quality program should consist of, as a minimum, a manual, plans and procedures for quality testing.
- 2.3 The documentation of the quality program should be approved by the head of the seed crop inspection services.
- 2.4 A documented system must be in place to revise the documented quality program.

Section 3 Contract Review - N/A

Section 4 Design Control - N/A

Section 5 Documentation

5.1 General

- 5.1.1 Ensure that all essential documentation affecting quality is identified and reviewed for adequacy and approved by authorized personnel before release.
- 5.1.2 Ensure that the documentation is complete, unambiguous and consistent.
- 5.1.3 Ensure that changes to documentation receive the same level of authorization as the originals. Process all changes in writing and ensure that they are acted on promptly at the specified locations. Maintain a record of changes as they are made. Written notes on or temporary changes to documentation are acceptable provided that they are made according to established procedures.
- 5.1.4 Promptly remove obsolete documentation from all points of use. Ensure adequate retention of obsolete documentation records.

5.2 Operational Procedures

- 5.2.1 Review - Operational procedures should be reviewed by the relevant authorized person for adequacy and conformance with company policies and conformance with Circular 6 and the QSP 142.1 *Pedigreed Seed Crop Inspection Procedures*. They shall be filed in an accessible area.
- 5.2.2 Application - There should be a system to ensure that each procedure is being applied as intended.

5.3 Travellers (Routing Sheets, Work Sheets, etc.)

- 5.3.1 If travellers are employed, they should be reviewed prior to issue to ensure the work to be performed is in accordance with the customers' requirements.
- 5.3.2 Distribution - The traveller should accompany the work package at all times.

Section 6 Purchasing Control

- 6.1 The company must have a purchasing process written in detail. The procedures should include a system to ensure that all purchases that influence product meet specified requirements.
- 6.2 If work is sub-contracted the sub-contractor (for example independent seed growers, foundation seed houses, etc.) should have the resources and capability to meet the prospective requirements. The company must have a written system for evaluating and recording the work of sub-contractors.
- 6.3 A system for choosing satisfactory sub-contractors must be in place. Past performance,

ability to meet deadlines, and supply of a quality product should be part of this system.

6.4 Purchased product may be verified upon receipt or at the source.

Section 7 Customer-Supplied Product

7.1 Customer supplied products are products owned by the customer and furnished to the company for inclusion into a final product on behalf of the customer (For example, a foreign company (customer) supplying higher generation seed to a Canadian company (supplier) for the production of seed destined to go back to the foreign company).

7.2 The customer bears the responsibility of providing acceptable product or service.

7.3 The supplier should ensure that customer supplied product meets quality standards and records are kept on each customer.

Section 8 Identification and Traceability

8.1 Assign a unique identification to each order.

8.2 Each product should be traceable to the seed crop.

8.3 The product should be controlled from receipt onwards according to the requirements of this guide.

Section 9 Process Control

9.1 Identify seed production processes that directly affect quality.

9.2 Explain the controlled conditions that are necessary for these processes. These controlled conditions would include compliance with OECD, CSGA, and AOSCA seed crop standards.

9.3 An explanation of how one determines if the process meets the required quality standard.

9.4 Identify the processes that impact on quality that cannot be measured in the final product.

9.5 Specify the qualification requirements of personnel performing processes under controlled conditions.

9.6 Maintain records for qualified processes and personnel (see Section 16).

Section 10 Inspection and Testing

10.1 General

Establish and maintain documented procedures for inspection and testing activities in order to

verify that the specified requirements for the product are met.

10.2 Receiving Inspection

- 10.2.1 Ensure that incoming product (parental seed) is verified as conforming to specified requirements prior to use.
- 10.2.2 Any seed analysis certificates, pedigreed seed tags/labels or records accompanying product should be checked. Consideration can be given to the amount of control exercised at the subcontractor's premises.
- 10.2.3 Incoming product used prior to verification must be clearly identified and recorded to permit immediate follow up action if necessary.

10.3 Final Inspection

- 10.3.1 Carry out final inspection to complete the evidence of conformance with the finished product as per the quality plan.

10.4 Inspection and Test Records

- 10.4.1 Keep records of the product examination results (fail or pass).
- 10.4.2 Indicate the inspection authority responsible for the release of product.

Section 11 Measuring and Testing Equipment

- 11.1 Maintain a system for selecting, using, calibrating, and controlling measuring and testing equipment. This includes physical standards and devices used for controlling and verifying service quality. The company may subcontract the measurement and testing or calibration functions but shall not be relieved of the responsibility for meeting the requirements of this standard.
- 11.2 Examine all equipment purchased by the company on receipt for compliance with purchase order requirements.
- 11.3 Adjust newly acquired equipment before use.
- 11.4 Establish a time interval for each piece of equipment for regular maintenance.
- 11.5 Maintain maintenance records for each piece of equipment.

Section 12 Inspection and Test Status of the Product

- 12.1 The inspection and test status of the seed crop (as a result of examination in accordance with Section 10) should be readily identified (labels, routing cards) and should permit easy review for compliance with the crop standards.

Section 13 Nonconforming Product Control

- 13.1 A nonconformance is a final analysis result or a set of final analysis results for which one or more of the quality test results does not comply with the corresponding standard. A quality test result that does not comply with the corresponding standard does not generate a nonconformance if corrective action is taken or the problem remedied such that there is no reason to be suspicious of the final analysis results.
- 13.2 A disposition system should be developed for product when a product nonconformance is identified.
- 13.3 A recall system should be developed for distributed product when a product nonconformance is identified.
- 13.4 The disposition shall have the concurrence of the quality representative and the relevant management personnel.
- 13.5 Records of all nonconformances and dispositions must be maintained.

Section 14 Corrective and Preventive Action

- 14.1 The operational records, audit reports, and nonconformance reports should be reviewed and a corrective action program developed to effectively maintain quality improvement on a continuous basis.
- 14.2 The details of the problem(s) encountered and the required corrective action(s) should be recorded on a specific form and handed to the relevant person for resolution.
- 14.3 A period of time should be agreed on for problem resolution and verification that such action has been taken. Failure to resolve the problem within the agreed time should be brought to the attention of senior management.
- 14.4 All quality documents must be amended to reflect the corrective action/new process.

Section 15 Handling and Storage

- 15.1 Establish and maintain a system for cleaning, preservation, segregation and handling of product from the time of receipt, to prevent misuse, abuse, damage, deterioration or loss. This will include the handling of discarded portions of seed crops and segregation from portions of the crop harvested for seed.
- 15.2 Periodically check stored items for condition and shelf life adequacy.
- 15.3 The storage area should meet all the relevant requirements regarding humidity, light exposure, safety, etc.
- 15.4 As a minimum, samples should be maintained for a specified period of time after all of

the results have been reported.

- 15.5 Disposition of samples should be on a controlled basis taking into account the quality assurance program, the customer and the necessary safety and health provisions.

Section 16 Records

- 16.1 Maintain records as objective evidence that:
- (i) the quality assurance program meets the requirements of this Guide;
 - (ii) the service and documentation meet customer requirements;
 - (iii) personnel, procedures, documentation, and equipment are qualified, where required;
 - (iv) corrective action is being taken and is effective as required by Section 14;
 - (v) procedures, processes, and services have been audited; and
 - (vi) quality audit data has been assessed and resultant corrective action taken.
- 16.2 The records should include the following information:
- (i) analysis requests;
 - (ii) documentation of sample identification and traceability;
 - (iii) name of analyst(s);
 - (iv) analysis report;
 - (v) summary of all quality tests performed and results obtained;
 - (vi) any nonconformance reports; and
 - (vii) any travellers used during the analysis.
- 16.3 Records should be stored in a manner that provides for their safekeeping and physical protection.
- 16.4 A method should be included that allows easy retrieval of records. Such a method should be coordinated with the methods used to index and receive records for storage.
- 16.5 A retention time should be established for each type of record.
- 16.6 Records should be reviewed and authorized before being made available to the customer.
- 16.7 Records to be transported to the customer should employ a method that will prevent damage or distortion in the transfer process.
- 16.8 Corrections or changes to records shall be made in a controlled manner. The correction or change should be made by putting a single line through the original data so that both the original data and the new data are legible.
- 16.9 Records shall be disposed of by authorized persons.

Section 17 Audits

- 17.1 The company should monitor all aspects of their quality program as defined in the quality program documentation. The audits should determine if the requirements of the quality

program are being met and the program is effective.

- 17.2 Audits should be planned to determine what is to be audited, the extent of the audit, the audit frequency, and relationship to ongoing quality program controls and opportunities for improving effectiveness and efficiency.
- 17.3 Senior management shall assign personnel to perform the audits in accordance with audit procedures using check lists that comprehensively cover the documented quality program requirements. Where practical, these persons shall be independent of the activity being audited.
- 17.4 Audits should identify any non-conformances to the quality program and variations from expected performance. Non-conformances should be documented, reviewed with the auditee and presented to senior management for appropriate review and action.
- 17.5 Management responsible for the areas audited should review any non-conformances raised and take remedial action within the agreed time frame.
- 17.6 The quality process and documentation must be amended as needed.

Section 18 Employee Training & Qualifications

- 18.1 All levels of staff within the organization should be provided with an awareness of quality concepts. The need for training of the relevant staff should be identified and the methods of training should be established with particular attention being given to:
- (i) training in processing;
 - (ii) record keeping;
 - (iii) problem identification;
 - (iv) problem analysis;
 - (v) corrective action; and
 - (vi) auditing procedures
- 18.2 The need to accredit staff formally to perform certain specialized operations, processes, tests, or inspections should be evaluated and implemented where necessary. Licensed crop inspectors must adhere to QSP 142.1 and 142.2.
- 18.3 Training should be provided on an ongoing basis.
- 18.4 Training should be given on health and safety aspects, relative to the service tasks being performed.
- 18.5 Records of training, awareness, and qualifications should be retained.
- 18.6 Where possible staff training should provide redundancy of skills to ensure continuity of service during absences.

Section 19 Servicing - N/A**Section 20 Statistical Techniques**

- 20.1 Identify and classify process characteristics for which statistical techniques will be used as a basis for the assurance and control of quality and acceptance or rejection of lots.
- 20.2 Select appropriate statistical techniques and confidence levels for process control and process acceptance and indicate the basis for selection. At a minimum, the travel pattern for crop inspection must comply with QSP 142.1.
- 20.3 Apply the statistical techniques selected, review them for adequacy, and monitor their application to ensure that specified requirements are met.