Global Contract /Re Packing Quality Expectations

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Note: The structure of this document is based on ISO 9001:2008. Requirements Chapters 1, 2 & 3 which deal with the scope, references and definitions for the ISO Standard are not applicable in this document

Specific Terms highlighted in bold italic when first used can be found in the Glossary

Revision Log:			
Date Revised:	**Supersedes:**	**Section**	**Summary of Revision:**
06.09.2013	NEW		New document specific for defined scope
30/06/ 2016	change	Scope / aligned the additional requirements in every chapter for T1 “unsealed”	Clarified T0 repacker scope, deleted “Supplier who receives unwrapped or wrapped but unsealed product (for example twist wrap)”.; eliminated “exposed” and added “naked” Clarified T1 to T3 scope: added “or unsealed”; rephrased that CPQRs do only apply to T1 Repacker / Co packer, which co-pack wrapped but unsealed finished products. However, extra risk assessments are required for Tier 1 and Tier 2 Repacker / Co packer as specified throughout this document
		Whole document	Changed “must” to “shall”; corrected table numbering and structured chapter sub points, cleared font formatting, changes highlited in red font
		Table 1 Scope	Re grouped examples according scope definition and added additional examples
		Whole document	Changed “operator” term to “Contract packer / Repacker” for consistent wording
		4.4.1.	Added “and purchased services”
		5.3.7	Added “required or taken by the Contract packer / Repacker”
		6.1. 6.1.2. 6.1.3	Added “and Warehousing (GWP)” Added example, added “country specific regulations” Added requirements for pallet inspection program
		6.2.2.	Added “Visitors entering production areas shall also be trained in relevant personal and food safety practices”
		6.4.2	Added “and standing water”
		6.6. 6.6.10	Replaced “disinfectants” with “sanitizers” Added requirements for contracted cleaning services
		6.7 6.7.2 6.7.3 6.7.4 6.7.5	Added approval requirements for site specific pest management program Added quarterly trending requirement Added requirements for cockroaches and updated table 3 Added table for Escalation levels (rodents) Added bird control requirements
		7.2	Aligned transport incident handling requirements according existing receipt and shipping control requirements
		7.3	Added that risk assessments need to “cover all processes from incoming goods / material to dispatch
		7.5	Clarified sealing requirements for full and less then full truckloads and deliveries with multiple drop points; clarified requirements for risk assessments when broken seals or transport incidents as listed
		7.6.8	Added requirements for curtains
		7.8.14	Added requirement for loss, damage or inconsistency
		8.1.22	Added requirements for goods in quarantine status
		8.2	Aligned transport incident handling requirements according existing receipt and shipping control requirements
		8.4	Added “contracted”
		8.5	Added complaints
		9.1 / 9.2	Clarified food defense requirements related to TAPA C version and ISO28k
		9.4	Clarified sealing requirements for trucks with multiple drop points
		Appendix A	Added definitions

Objective:

A primary objective of Mondelēz International is to market safe products of consistent quality that meet or exceed the expectations of our customers and consumers. The requirements given in these expectations are designed to help our Contract packer/ Re packing partners to meet this objective by identifying those programs which will help protect product safety and quality, prevent product retrievals, consumer complaints, and rework. In summary, the application of these expectations and other documents, contain the basic elements needed to assure effective management of Food Safety, Quality and the protection of products from wilful contamination [Food Defense]. These expectations and associated documents do not alter, override or replace any requirements given in government regulations, which shall also be met.

Scope: This document is applicable to

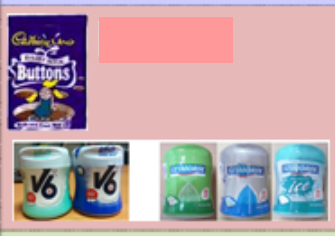
- **Contract Packer / T0 Co-Packer:** Supplier who conducts the primary packaging operation for Mondelēz International branded finished products; they receive a "consumer-ready" work in process (WIP) and perform no additional processing but conduct the final open (naked) product operation. and / or reconfigures them into a Mondelēz International consumer unit or traded unit. Additional requirements for these service to be found in Mondelēz International Contract Packer Quality Requirements (***CPQR***'s) See CPQR Listing status for current list of CPQRs.

  Exclusions: Any facility which handles unwrapped or unsealed high risk food products, e.g. meat or cheese products. Due to the higher microbiological risk of these materials, facilities handling meat or cheese shall meet the Mondelēz International External Manufacturer Quality Expectations. The final decision on whether a facility has to comply with the External Manufacturer Quality Expectations or the Contract/Repacking Quality Expectations shall be made by the Mondelēz International Quality Representative.

- **Repacker / T1 to T3 Co packer**: Supplier who receives wrapped and sealed or unsealed finished products and reconfigures them into a new consumer unit or traded unit. There is no direct handling of open (naked) product.
- Co-Packer Quality Requirements (CPQR) only apply to T1 Repacker / Co packer, which co-pack wrapped but unsealed finished products. However, extra risk assessments are required for Tier 1 and Tier 2 Repacker / Co packer as specified throughout this document.

See next page for more information on Tiering. The Mondelēz International Quality Representative will inform the service supplier as to which Tier the co-pack/repack operation falls into.

Table 1

Project Type		Description	Examples	Specification
T0	New Consumer Unit - exposed product	• Packing unwrapped (naked) Semi finished Product (bulk, WIP i.e. buttons, gum pellets) in primary packaging. Specific Quality / Food safety requirements.		Managed as a T1 project
T1	New Consumer Unit (CU)	• wrapped and sealed or unsealed finished products reconfigured into a new consumer unit or traded unit. There is no direct handling of open (naked) product • The secondary pack is either an assortment or a multipack of individually wrapped products. Regulatory **needs to generate new PLR** Consequently a new *Transportation Unit* is also produced at the co-packer. • A mixed product bundle, that needs a new PLR (i.e.: consolidated ingredient line, requires a product spec => considered as T1)		• Product Spec (R&D) • Packaging Components (packaging R&D) • New PLR (Regulatory)
T2	Modified Consumer Unit (CU)	• Co packing on the base *Consumer Unit* and creation of a multipack, places stickers or creates promotional bundles. • As soon a product mix (multi flavor) packaging material does not allow enough space to issue individual PLR's = Meridian specification is needed = T1		• Product spec of individual product is existing • Generic secondary PC: packaging R&D, local supplier • PLR existing
T3	New Transportation Unit (SKU, modular displays)	• Consumer Units are not changed, Only the *Transportation Unit* is new or modified (e.g. new SKU box, display).		• Generic packaging components (packaging R&D) • Link in etool with pack supplier spec number • This is an SKU / PA or UL

4. Quality Management System

4.1. The Contract packer / Repacker shall establish, document, implement and maintain a **quality management system** as a means of assuring that Mondelēz International products or materials are handled, stored and transported in conformance with specified requirements (agreed in the contract), and continually improve its effectiveness in accordance with the requirements given in this document. This includes compliance with these requirements, Mondelēz International specifications and any applicable regulatory requirements.

4.2. **The quality management system documentation shall include**:

4.2.1. Documented procedures for the warehousing, handling, storage, re-packing and transportation of Mondelēz International materials and products including outsourced Services like Pest Control, Storage, Cleaning, etc. (see Section 7.4 Procurement).

4.2.2. Documented procedures for the Control of Documents and Records related to Mondelēz International materials and products.

4.2.3. Procedures and documents shall be accurate, reviewed, dated, approved by management and distribution controlled. A review shall be conducted minimum annually. Superseded documents shall be archived and readily retrievable where appropriate.

4.2.4. Documentation shall be up-to-date and available to staff at all locations to enable them to perform their role in the quality system..

4.3. **Document and data retention for Mondelēz International materials** and products shall be in compliance with Mondelēz International International's Record Retention policy (see table 2) or as per local Mondelēz International business/regulatory requirements

Table 2

Table 1: Mondelēz International Retention rule

Internal Procedure number	Procedure Name	Example	Retention time North America	Retention time International	Comments
MAN 100	**CoA**	Certificate of Analysis	**5 years**	**10 years**	
MAN 1060	**Equipment calibration**	Records related to the calibration of equipment. Contains calibration records, calibration history cards, out of tolerance reports, and correspondence	**5 years**	**indefinitely**	according local legal requirements
MAN 1120	**Validation**		**5 years**	**10 years**	prodcut is no longer produced
MAN 1160	**product safety**	Records documenting the safety of Mondelēz International's products. Includes product safety and regulatory records not included in other record classes. Also includes certificates of naturalness, NAFTA certificates and regulatory request logs and accompanying/supporting documents.	**5 years**	**10 years**	years after the prodcut has been discontinued
MAN 1180	**Product testing/Quality control**	Records related to on-going testing and quality control of Mondelēz International products. Includes batch testing and stability tests, rejection of non-conforming materials, and quality control documentation.	**5 years**	**indefinitely**	according local legal requirements
MAN 1240	**Production records**	Records related to the scheduling and manufacturing of Mondelēz International's products. Includes analytical results, manufacturing data sheets, overrun records, and production volume reports.	**5 years**	**10 years**	
MAN 1280	**HACCP plan**		**12 years**	**10 years**	prodcut has been discontinued
LOG 1060	**Receiving Documentation**	Records related to the receipt and inspection of goods purchased. Includes records that document the conditions and quantities of actual goods received. Also includes delivery receipts, packing lists, count sheets and freight registers.	**6 years**	**10 years**	China, South Africa 15 years
LOG 1080	**Shipping Documentation**	from, to, and between any Mondelēz International locations. These records identify quantities shipped and supporting documentation. Includes manifests, bills of lading and loading sheets. Also includes data contained in Mondelēz International's distribution and transportation databases. Does not include the shipment of hazardous or contaminated materials.	**6 years**	**10 years**	

4.4 Supplier Quality Management

4.3.1. Quality requirements and specifications in accordance with Mondelēz International Quality requirements shall be documented and address the programs and controls which suppliers shall have in place to assure the safety, quality and regulatory compliance of purchased services and goods that will be used for Mondelēz International products.

4.3.2. A procedure shall be in place to approve suppliers, including a process for qualification, evaluation, approval, and maintenance. (see section 7.4 Procurement)

Additional requirements chapter 4

For Contract Packer / T0 Co-Packer: • None
For Tier 1 to Tier 3 Repacker / Co packer: • None

5. Management Responsibility

5.1. Top management, or the person or group of people who direct or control the organisation at the highest level, shall provide evidence of its commitment to the implementation of Mondelēz International warehousing, handling, storage, re-packing and transportation expectations. A member of site management shall have the responsibility and authority to assure that the quality management system is established, implemented and maintained.

5.2. **Responsibility, Authority and Communication**

5.2.1. The responsibility, authority and the interrelation of personnel, who manage, perform and verify work affecting compliance with Mondelēz International specified requirements shall be defined and documented. This information shall be included in policies, procedures and job descriptions, etc.

5.2.2. Special Situation (SST) Management:

i. Every Contract Packer / Repacker shall establish, document, implement and maintain programs for the identification, communication and management of potential or actual Special Situations

ii. The programs shall assure a rapid, accurate and appropriate response to issues which may arise.

iii. Each facility shall have a person with nominated responsibility for Special Situations. The facility nominee shall have established links with the Mondelēz International Quality Representative.

iv. SST info template see Appendix B

5.3. **Food Regulatory Agency Inspections and Contacts**

5.3.1. Each facility shall have a system in place to provide written and oral notification to Mondelēz International immediately (on the same day, at the latest the next working day) of any of the following which may relate to materials or products handled for Mondelēz International :

i. Visits, inspections or sample collections from external regulatory bodies

ii. Regulatory actions or product hold due to regulatory sampling

iii. Product holds directed by a regulatory or law enforcement body due to Food Defense related threat or suspicion

iv. Product retrievals

5.3.2. Each facility shall have designated personnel trained in the management of regulatory inspections.

5.3.3. A written procedure shall be in place to describe the process for notification, follow up and closure of any issues arising from inspections or contacts.

5.3.4. Mondelēz International contact name and address shall be available and current.

5.3.5. A traceability report shall be immediately issued for the concerned lot (quantity received in the warehouse, in stock, and shipped out by delivery point and by date) and be available for the Mondelēz International quality Representative.

5.3.6. If any product handled for Mondelēz International is sampled by a regulatory agency, all products with the same lot code as that sample (SKU/ production period) shall be placed on hold and the Mondelēz International Quality Representative contacted for instruction prior to release. The inspector shall be asked what tests will be carried out, what method will be used and when results will be available. Decisions on subsequent action to be taken will be made by the Mondelēz International quality representative and shall be documented.

5.3.7. A duplicate sample (sampled by the external regulatory body or the Contract packer / Repacker) of the lot of any material taken by the external regulatory bodies is required by Mondelēz International, and stored by the Contract packer / Repacker at the facility unless requested by a Mondelēz International Quality representative.

5.3.8. Samples shall be labelled and stored under appropriate conditions.

Additional requirements chapter 5

For Contract Packer / T0 Co-Packer: • None
For Tier 1 to Tier 3 Repacker / Co packer • None

6. *Resource Management*

6.1. **Good Manufacturing and Warehousing Practices (GMP/GWP)**

Good Manufacturing Practices shall be established to ensure that products are stored and handled under sanitary conditions.

6.1.1. Employee Personal Practices:

i The Contract packer / Repacker shall assure that all personnel, visitors and contractors follow the GMP/GWP.

ii Product Tampering: Any intentional act by an employee which could render a Mondelēz International product, or package unsafe for consumers will result in termination. The Company will pursue all legal remedies, including, but not limited to, criminal prosecution.

iii Employees who observe any intentional act which might compromise the safety of any ingredient, product or package are required to immediately report this activity to their supervisor or manager.

iv Personal Hygiene: Employees shall maintain a high degree of personal cleanliness, protective work wear and hair protection shall be worn for T1 and T2 packing activities to minimize the risk for foreign material contamination.Controls shall be in place to ensure that employees wash their hands when necessary e.g. prior to returning to work from breaks or as they become soiled.

v Hot and cold water, soap/sanitizer, hand drying facilities and a waste bin shall be available at hand washing and cleaning stations

vi Prohibited Acts: To help prevent product contamination, the following actions are not allowed in GMP/GWP areas:

a) Eating or drinking, chewing gum or tobacco, smoking, holding objects in the mouth (e.g. toothpicks), and spitting.
b) If smoking is permitted in a facility it is only allowed in designated areas
c) Wearing false eyelashes or fingernails.
d) Carrying objects above the belt or waistline (e.g., badges/ID cards pens, flashlights, thermometers, shoulder bags)
e) Carrying pills or medication in clothing pockets. (Exceptions require medical authorization and approval of the designated manager at the facility.

f) Rings (other than plain wedding bands), watches, earrings, necklaces, or other jewelry (including ornaments or piercing in exposed body areas such as the tongue and/or nose) shall not be worn in GMP/GWP areas.
g) Littering and other poor housekeeping practices are not allowed. All refuse shall be placed in properly identified containers.

i Garbage facilities / compactors shall be adequately covered (e.g. the food source that attracts birds to warehouses/storage areas is generally around the dumpster or compactor, or along the truck docks)
ii Effective sanitation programs that eliminate these food sources shall be maintained.
iii Lunches shall be stored in designated areas and shall be completely enclosed.
iv Personal lockers shall be maintained clean, free of trash and soiled clothing.

6.1.2. Employee Production Practices

i. Products shall not be stored immediately adjacent to containers for waste or non-product items (e.g. cleaning chemicals or any other goods which could pose a risk to Mondelēz International products).
ii. Packaging Storage Practices: Packaging materials in full or partial quantities shall be adequately protected and stored in a sanitary manner. Identification and traceability shall be maintained. All items should be stored to avoid direct contact with the floor (e.g. on pallets, slip sheets, or racks). Sitting or standing on product shipping cases is not acceptable. Over stacking of product shall be avoided.
iii. Accessories Brought into Production Area: Radios, cameras, televisions, cell phones, books, and magazines are not allowed in GMP/GWP unless permitted by local policies. Other areas where these items are allowed will be defined by site-specific rules.

6.1.3. Production Practices

i. Glass and brittle materials including hard plastic components and equipment should be avoided in product areas where possible. If their use is necessary a glass and hard plastic inspection program and breakage procedure shall be in place and documented.
ii. Pallets shall be stored in areas that are free of moisture, dirt and litter and free of bird, insect or rodent contamination.
iii. A pallet inspection program shall be in place to verify that pallets are suitable for use (e.g. clean, dry, free from mold, off-odors and infestation, no broken wood or loose nails). The program shall cover:
a) New pallets
b) Incoming goods pallets
c) Shipped product pallets
d) Waste / disposable pallets
e) Pallets shall not be stored outside (i.e. exterior to the building). Where capacity allows, pallets which are used for Mondelez International shall be stored inside the facility. If they are stored outside, due to no internal capacity for storage, the control process must be documented and agreed with Mondelez International Quality Representative. This must include how they are protected from adverse weather conditions and all forms of contamination to ensure they conform to agreed specifications and contract terms.Documented complaint escalation process with pallet supplier.
f) Documented complaint escalation process with pallet supplier.
g) Documented Key performance Indicators with the supplier
h) An incoming inspection program shall be documented with clear accept and reject criteria.
i) Defects shall be recorded and escalated following a documented complaint escalation process.

j) Wooden Pallets with following critical defects shall be rejected following a defined, documented visual inspection process (utilizing the incoming vehicle check list for pallet deliveries).

1. Pest infestation (pests dead or alive)
2. Unacceptable moisture (reference to defined max. humidity level in Specifications), decayed, rotten or mouldy
3. Snow, ice or standing water
4. Glass splinters, loose nails or staples
5. Off-odours (e.g. fish, taint, chemicals)
6. Unacceptable level of dirt, dust or chemicals, glue, oil or pieces of other material (e.g. cement, packaging materials, etc.)
7. Protruding nail heads
8. Any Missing Pallet Elements
9. Baseboards that are not securely nailed
10. Cross-grain splits running the full width of the board
11. Open horizontal splits across any block
12. Greater than 50% of missing wood across the nail area
13. Any form of transferable contamination presenting a risk of taint, damage to product or risk for foreign material exposure or potential harmful to human health.
14. The pallet has major structural defect that could lead to a pallet collapse or serious health, safety or quality implications, or the pallet has been contaminated rendering it unusable
15. Fresh paint
16. Spillage, liquid or dry
17. Pallet does not comply with any other pre-agreed specifications.

6.1.4. Grounds:

1. Recyclable Materials: Recyclable materials collection areas shall be kept clean and neat. Materials shall be removed at a frequency to minimize pest harborage. Appropriate signage shall be posted to identify the area.
2. Equipment and Materials Storage: Exterior storage of equipment and materials -- including, idle equipment, contractor supplies, or other items -- should be minimized through routine inventory assessments and neatly stored off the ground and away from the building.
3. Doors and gates (e.g. cargo doors) shall not be left open when not in use.
4. Vegetation and grass close to the facility need to be cut regularly and managed.

Additional requirements chapter 6.1.

For Contract Packer / T0 Co-Packer & Tier 1 unsealed products: • CPQR 6.2-01GMP/GWP
For Tier 1(sealed products) to Tier 3 Repacker / Co packer : • None

6.2. **Competence, Awareness and Training**

6.2.1. Documented procedures shall be established and maintained for employee selection and hiring, and the training of all personnel, including temporary, consultants, or contractors, visitors entering production areas and / or performing activities affecting compliance with Mondelēz International specified requirements. Each facility shall determine training needs and ensure employees receive appropriate training from qualified trainers. Effectiveness of the training shall be assessed by defined means (e.g. written or verbal test of understanding) to assure that training objectives are met. Records of all training shall be maintained. Induction training

sessions shall be organised for temporary personnel as needed (according to personnel turnover)

6.2.2. Each facility shall assure that all employees handling Mondelēz International product receive appropriate training in:

i. The quality system required to meet Mondelēz International Global Contract / Re packing Quality Expectations, Mondelēz International specifications and regulatory requirements.
ii. GMP/GWP
iii. Topics necessary to perform their function satisfactorily e.g. Forklift driving, incoming materials inspection, recording of lot numbers for traceability, etc.
iv. Employee illnesses and control of communicable diseases.
v. At sites that manage allergen labelling as a control point, employees shall receive annual Allergen training related to the program including monitoring, documentation, verification, and corrective actions if the controls are not met.
vi. Visitors entering product handling areas shall be trained in relevant personal and food safety practices.

6.2.3. Refresher training shall be carried out at appropriate intervals (best practice: annually)

Additional requirements chapter 6.2.

For Contract Packer / T0 Co-Packer: • None
For Tier 1 to Tier 3 Repacker / Co packer : • None

6.3. **Employee Illness and communicable Disease**:

The Contract packer / Repacker shall establish written instructions for the control of employee illness and communicable diseases that may result in pathogen transmission by food products. These instructions shall be available and communicated to all applicable persons.

Additional requirements chapter 6.3.

For Contract Packer / T0 Co-Packer & Tier 1 unsealed products: • CPQR 6.2-03 – Employee Illness
For Tier 1 (sealed products) to Tier 3 Repacker / Co packer • None

6.4. **Infrastructure**

In order to maintain a safe working environment, it is important that infrastructure and equipment are designed to make it easy to establish and maintain sanitary conditions. When commissioning or designing new production or storage facilities the Mondelēz International Quality Representative should be contacted who can arrange for appropriate guidance to be provided. Before any site that may be in contact with unwrapped product is commissioned, a testing programme shall be agreed with Mondelēz International Quality Representative. If pathogen testing is required as part of this plan, CPQR 8.2-03 details the requirements for this testing.

6.4.1. The design and construction of the building, including utility fixtures shall prevent and shall not present a potential contamination source to the products produced or handled.

6.4.2. The facility shall be of sound construction and free from leaks and standing water.

6.4.3. The internal and external structure shall be free of cracks, holes, openings, or any other areas that would allow harbourage or entry of pests. (Guidance: a mouse can entry through a gap of less than 10mm)

6.4.4. Supply conduits (air, water, electricity) shall be installed in such a way (e.g. under the floor) that they do not provide a cleaning/foreign matter/pest control issue.

6.4.5. The structure shall be free of potential sources of contamination (e.g. flaking paint, condensate from overhead pipes or structures, exhaust fans, grease, fraying insulation, undesirable moulds or dirt).

6.4.6. Floors, walls, ceilings, overheads and drains shall be cleanable and constructed to resist deterioration from product or cleaning chemicals.

6.4.7. All light fixtures in finished product and/or raw material storage areas shall be shielded or have plastic coated bulbs to prevent contamination in case of breakage.

6.4.8. All exterior doors shall be kept closed and shall form an adequate seal when closed. Self-closing doors are preferred. Loading docks shall be protected to prevent pest entry. Entrance of air shall be limited by vestibules, air curtains as appropriate.

6.4.9. Doors, windows and other openings shall prevent access to unauthorized people.

6.4.10. Access to utilities (e.g. water supply, heating, ventilation) shall be controlled to prevent unauthorized access.

6.4.11. Where wet cleaning is necessary, floors shall be adequately designed to prevent standing water. If applicable, all new floor drain installations shall be trapped and vented to prevent sewer gas entry, and shall be accessible and cleanable. Existing floor drains which are not trapped and vented shall be sealed, or a plan made for their replacement.

6.4.12. Hand washing and restroom facilities shall be appropriately designed and maintained.

6.4.13. Grounds shall be maintained to prevent risk of pest harbourage, and be free from idle machinery and equipment, litter, debris and odour.

6.4.14. The façade or installations shall not be a harbourage or nesting place for birds or other pests.

6.4.15. During construction, adequate controls shall be in place to prevent contamination and ensure adequate sanitation (no dust).

6.4.16. The facility shall be capable of providing appropriate temperature and humidity requirements for storage or transport in order to meet Mondelēz International specifications for the products concerned. See Storage (7.6) for specific requirements details.

6.4.17. Facility shall have an effective access control system to prevent routine access by unauthorized personnel

Additional requirements chapter 6.4.

For Contract Packer / T0 Co-Packer: • CPQR 6.3 -01 Utilities, 6.3-05 PEM
For Tier 1 Repacker / Co packer (unsealed products): • CPQR 6.3 -01 Utilities (only section 5)
For Tier 1 to Tier 3 Repacker / Co packer (sealed products): • None

6.5. **Maintenance Controls**

6.5.1. A documented preventive maintenance program shall be in place to assure that the building; equipment and transportation systems do not pose a product contamination or quality risk and are suitable to meet Mondelēz International contracted conditions. This includes but is not limited to all materials handling equipment and utilities (cooling systems, air ventilation systems, electronic security systems, trucks, containers, forklifts, hoses, alarms etc.).

Additional requirements chapter 6.5.

For Contract Packer / T0 Co-Packer & Tier 1 unsealed products: • CPQR 6.3 -03 Maintenance
For Tier 1 (sealed products) to Tier 3 Repacker / Co packer : • None

6.6. **Sanitation Controls**

6.6.1. The facility shall have a documented sanitation/housekeeping program in place. The program shall assure the sustainable cleanliness of storage facilities, product handling areas and all transportation equipment and vehicles, as the nature of the product requires. And with consideration for peak periods.

6.6.2. The building (ceilings, overheads, walls and floors) and transportation equipment (containers, etc.) shall be free from dust, debris, insect webbing, mold growth, etc.

6.6.3. Sanitation procedures, schedules and records of cleaning shall be documented

6.6.4. A system for verifying the effectiveness of the sanitation program of the entire facility and the transportation vehicles shall be in place.

6.6.5. Precautions shall be taken for protection of products during cleaning activities

6.6.6. Cleaning chemicals, equipment and materials used shall have approved specifications. All cleaning and, sanitizing products shall be suitable for use in a food handling environment in order to minimize odor.

6.6.7. Hazardous materials or chemicals (e.g. pesticides, cleaning materials, sanitizers) shall be secured, segregated from Mondelēz International product storage areas and access restricted to allow use by designated employees only.

6.6.8. Proper tools shall be utilized to prevent extraneous matter contamination of the product (e.g. separate tools for floors, drains).

6.6.9. The risk of allergen cross contamination due to broken or spilt product / material of nearby product -need to be assessed. In case of risk identified an effective allergen clean up procedure need to be implemented.

6.6.10. Contracted Cleaning Services.: Where external cleaning companies are used for cleaning production equipment, infrastructure or other GMP/GWP rooms/areas then:

i. All contract cleaner employees shall be trained in sanitation practices, including as a minimum: GMP/GWPs, safety, chemical training and cleaning protocols in accordance with Mondelēz International Sanitation requirements. The training shall be documented.

ii. Instructions for control of contracted cleaning services shall be documented.

Additional requirements chapter 6.6

For Contract Packer / T0 Co-Packer: • CPQR 6.4.-01 Sanitation programs
For Tier 1 (unsealed products): • CPQR 6.4.-01 Sanitation programs except cleaning verification by swabs
For Tier 1 (sealed products) to Tier 3 Repacker / Co packer : • None

6.7. **Pest Control**

6.7.1. General Program Requirements

i. Escalation requirements, limits and their rationale shall be individually determined and documented for each targeted pest based on historical data and pest activity trends. The Pest Management program shall be designed to address the reduction of pest activity year to year.

ii. Food stuffs shall not be used as an attractant for internal baits or traps in routine use. If they are used (for example in a case of infestation) the food stuff shall not pose a risk to the facility (i.e. from allergens, microbiological risk or other pests etc.).

iii. An effective sanitation program that eliminates attractants (such as waste food) and harborage areas (such as scrap, pallets, drums etc.) shall be maintained. Verification of the effectiveness of this program shall be part of the internal audit.

iv. Each site shall have a designated person trained to manage pest control. New designated persons shall be trained within 6 months of commencing the role and annual refresher training shall be provided (e.g. webinar, face to face).

v. For existing facilities the design of the facility and grounds shall not allow pest entry or harborage

vi. A plan to inspect the exterior (e.g. grounds, roof) of the facility, to monitor for pests and pest activity, shall be in place and documented at least quarterly.
vii. If the overall pest control is not outsourced the site person managing the pest control program shall be appropriately licensed by the relevant local authorities and this licensing shall be documented and maintained.
viii. Alternative programs which yield the same validated, functional results may be used. These specific programs shall be documented and approved by Mondelēz International Quality Representative. Email is an acceptable form of approving these alternative programs; however the e-mail shall be retained with the documentation. Reapproval is required every 2 years or if any parts of the facility or program change.

6.7.2. Documentation

The following records shall be maintained, kept current and shall be available on site:

i. Reports of regular facility pest management inspections which shall include:
    a. Name of person making the inspection (contractor or internal personnel)
    b. Date of the visit
    c. Type of visit (scheduled, follow-up, on-demand)
    d. Pests found
    e. Observations relating to areas of possible pest access, harborage or susceptibility.
    f. Immediate actions with details (treatment method, applied pesticides, lot numbers used, location of additional bait stations and their quantities)
    g. Corrective action plan and recommendations given based on findings
    h. Verification of follow-ups from previous report
ii. Pest activity log which shall include:
    a. Name of person making the report (contractor or internal personnel)
    b. Date of the visit
    c. Which pest and numbers/amount
    d. Location on site, including which monitoring/trapping device
    e. Root cause analysis, corrective actions and verification of effectiveness of the measure
iii. A current, controlled drawing (including date and version number) of the entire facility, outbuildings (including offices attached to the facility) and surrounding grounds showing the location of all permanently placed and numbered monitoring, trapping and baiting devices.
iv. All permanent devices shall be identifiable through stickers/tags or may be identified electronically.
v. Trending of activity, at a minimum, by area. In the case where increased activity is being detected, the trending shall be completed by monitoring, trapping or baiting device in the specific area and all actions documented until low to no detections are again established.
vi. The trending shall be reviewed by the site pest management coordinator on a quarterly basis.
vii. Safety Data Sheets (SDS), copies of the label and other relevant technical information for all pesticides used on site.

6.7.3. Insect Control

The following, targeted insects shall be monitored using traps/detectors. The rationale for the placement of the traps shall be documented.

i. Flies/flying insects (electric fly trap with adhesive film). The bulbs shall be shatterproof and replaced at least annually.
~~ii.~~ Stored Product Pests e.g. types of moths, beetles (pheromone traps. If relevant to the site.
iii. Cockroaches (pheromone traps) as a minimum in the critical areas (e.g. electric box, next to water source like sink)

iv. The amount and placement of traps/detectors shall consider the range of influence of the device used and shall not encourage pest entry into the facility.

v. Inspection, maintenance and cleaning frequency of traps and detectors shall be determined based on the nature of the site, infestation risk and operating lifetime of devices used (the minimum frequencies are stated in the table 3 below). Variable inspection frequencies are acceptable, if the activity level changes due to seasonal fluctuations.

vi. Results of each inspection (species, numbers) shall be documented in the pest activity log

vii. Insects which cannot be monitored through routine pest inspections (e.g. worms, wasps etc.) shall be included in the regular facility pest management inspections after any increase in sightings above historical levels. Monitoring shall continue until levels drop to within previous limits.

TABLE 3 INSECT CONTROL	**Minimum Inspection Frequency**	**Minimum Cleaning/Maintenance Frequency**
Insect light traps	Monthly (Can be adjusted seasonally contact your Mondelēz International Quality contact for recommended adjustments)	Monthly (e.g. empty catch tray, replace adhesive film if required)
Pheromone traps	Every 2 weeks (Where used) (Can be adjusted seasonally contact your Mondelēz International Quality contact for recommended adjustments)	Replace as needed.

6.7.4 Rodent Control

i. For indoor monitoring the following requirements shall be met:
   a) Non-toxic control and monitoring methods shall be applied.
   b) The use of rodenticides internally is forbidden.
   c) If temporary devices are used for less than 6 months they do not need to comply with identification and mapping requirements, but shall be checked daily and documented. Devices in use for more than 6 months will be considered permanent.
   d) All permanent and temporary devices shall be well maintained, kept clean and free of rodent evidence.
   e) Bait stations shall be tamper proof and secured (to prevent movement).
   f) The lid of the bait station shall be securely fastened.
   g) Traps shall be positioned and inspected as follows:

TABLE 4 - Rodent control indoor **Control Level**	**Definition**	**Approximate Spacing between traps**	**Inspection Frequency**
A (high)	Required for all facilities until a 12 month history is developed	25 feet / 7.5 m for process facilitys 50 feet / 15 m for finished product storage & shipping facilities	Weekly
B (moderate)	12 consecutive months of zero or infrequent rodent activity	50 feet / 15 m and on each side of exterior doors (internally*)	Weekly
C (low)	24 consecutive months of zero or infrequent rodent activity	On sides of exterior doors (internally*) only	Weekly

*Applicable for doors in routine use only. Storage areas shall be control level A and B only.

ii. For outdoor monitoring and prevention the following requirements shall be met:

a) Bait stations shall be tamper proof and secured (to prevent movement).
b) The lid of the bait station shall be securely fastened.
c) During heavy snow accumulation, bait stations do not need to be checked, but if there is visual evidence around the bait station of rodent activity or from previous checking the activity was high the bait station shall be checked.
d) If temporary devices are used for up to 6 months, they do not need to comply with identification and mapping requirements, but shall be checked at least weekly and documented. Devices in use for more than 6 months will be considered permanent.
e) All permanent and temporary devices shall be well maintained, kept clean, free of rodent evidence and located adjacent to walls

TABLE 5 - Rodent control outdoor **Control Level**	**Definition**	**Approximate Spacing between bait stations**	**Inspection Frequency**
A (high)	Required for all facilities until a 12 month history is developed (see exclusions above)	50 feet /15 m	Bi-Weekly
B (moderate)	12 consecutive months of zero or infrequent rodent activity in bait stations	100 feet / 30m	Monthly
C (low)	24 consecutive months of zero or infrequent rodent activity	150 feet / 45m	Monthly

TABLE 6: Escalation Levels for Rodents

		Action Level 1	Action level 2	Action level 3
Rodent Activity of Exterior of Facility	Level of Activity	One incident of rodent activity in exterior bait stations or one sighting with signs of escalated rodent activity.	One or more instance of activity in exterior bait stations with signs of escalated rodent activity for 2 consecutive checks within the same area.	Signs of escalated rodent activity in exterior bait stations for 3 consecutive checks within the same area.
	Corrective Action	Inspect area for burrows replace bait, clean bait stations.	Inspect area for burrows replace bait, clean bait stations. Increase trapping (snap traps and glue boards) to one Control Level higher than current state, for area of activity. .	Inspect area for burrows replace bait, clean bait stations. Increase trapping (snap traps and glue boards) to Control Level A for area of activity. Contact Mondelēz International for potential control level increase.
Mouse Activity interior of Facility	Level of Activity	One mouse catch or one sighting	One or more catches for two consecutive weeks in same area.	More than 7 rodents caught in any given 4-week period within the entire facility.
	Corrective Action	Inspect associated areas for activity. Increase trapping (snap traps and glue boards) to one Control Level higher than current state, for area of activity. If no catch in three weeks – return to normal status.	Increase trapping (snap traps and glue boards) to Control Level A for area of activity. Contact Mondelēz International for approval to return to normal status.	Contact Mondelēz International . If > 10 caught Mondelēz International Quality Contact shall contact Director of Sanitation and Region/Category Quality Director – potential to elevate to SSMT.
Rodent non – mouse interior	Level of Activity	One sighting or catch.	Two or more catches for two consecutive weeks in same area.	More than 7 rodents caught in any given 4-week period or 3 or more in 3 weeks in the same area.
	Corrective Action	Take corrective action.	Increase trapping and consult Mondelēz International for guidance on additional corrective actions.	Continue proactive activities. Contact Mondelēz International .Mondelēz International Quality Contact contacts Director of Sanitation and Region/Category Quality Director – potential to elevate to SSMT.

A root cause analysis and corrective action plan shall be completed and documented after each incident.

6.7.5. Bird Control

i. Local regulatory laws shall be checked before attempting bird control (e.g. shooting, trapping or the use of advices).

ii. A program to address nesting and habitual roosting shall be in place. Evidence of bird nesting, roosting (including droppings) or feeding shall be cleaned up at a frequency established by the facility to demonstrate diligence and control.

iii. If a bird is sighted inside the facility the facility shall have a documented plan in place to manage this. The plan shall include how the bird will be removed and that if there is any risk of contamination of product the production lines are stopped and all affected product is disposed of. In addition it shall also include procedures for cleaning and sanitizing the lines after the bird has been removed. A root cause analysis and corrective action plan shall be completed and documented after the incident.

iv. Toxic perches and reproductive inhibitors are not approved for use at facilities that handle Mondelēz International products.

6.7.6. Contracted Services

i. The scope of contracted services shall be determined through a site assessment and documented. Mondelēz International Quality Contact may be consulted before a contract is signed.

ii. Pest Control Operators (PCO) shall be appropriately licensed by the relevant local authorities and maintenance of that license shall be a condition of contract. Evidence of this licensing shall be maintained at the facility.

iii. Insurance requirements shall be included in the contract. A copy of the contractor's liability coverage shall be maintained and available at the facility. In cases where liability insurance is not available, the use of contracted pest management services shall be approved by the Mondelēz International Region Director of Quality and local Mondelēz International Law & Compliance.

iv. All technicians of the PCO's company who work on site shall be trained and certified in pest management and this certificate shall be retained at the facility.

v. Key Performance Indicators (KPIs) shall be agreed and be part of the contract. The KPIs shall be reviewed annually and updated as required.

6.7.7. Pesticides

i. Pesticides shall be used only when meeting all the following criteria
   a) Compliance with all applicable laws.
   b) Application methods follow label instructions.
   c) Suitable for use in the designated environment
   d) Not categorized by the Pesticide Action Network (PAN) as a bad actor.

ii. Pesticides Application
   a) Applicator (internal or external) shall be licensed according to applicable legislation
   b) Applicators using pesticides are required to keep records (from the year of first usage) for two years, at a minimum, or as required by applicable laws
   c) All safety and protective equipment shall be identified and utilized.
   d) Current examples of pesticide labels and Safety Data Sheets (SDS) are to be obtained and maintained for each pesticide and stored on site.
   e) Any pesticide usage shall be documented including the following information:
      i. applicator name (Contractor or Internal Employee)
      ii. each pesticide used including the volume used,
      iii. concentrated and diluted volume used
      iv. pesticide lot number
      v. targeted pest
      vi. area where the pesticide was used
      vii. Application date

iii. Pesticide Storage

If pesticides are stored in a facility the following requirements shall be met:
   a) A trained employee shall be responsible for the following aspects of the pesticide storage.
   b) Monthly inventory, by completing a separate, reconciliation inventory form for each chemical.
   c) The amount of the pesticide chemicals used shall be recorded and a maximum limit shall be defined for each chemical.
   d) A dedicated, securely locked storage area for pesticides and pesticide application equipment. All relevant safety rules shall also be followed in storing pesticides.

iv. Pesticide disposal

Surplus pesticides shall be returned to the manufacturer or disposed of as hazardous waste according to local laws (this includes out of shelf life date pesticides and empty pesticide containers).

Additional requirements chapter 6.7.

For Contract Packer / T0 Co-Packer: • None
For Tier 1 to Tier 3 Repacker / Co packer : • None

7. *Product Realization (Service Provision)*

7.1. **Requirements Related to the Product / Service**

7.1.1. The site shall not handle store or transport products for Mondelēz International before a formal contract is signed by both parties.

7.1.2. New locations shall be approved by Mondelēz International prior to use (including Regional Mondelēz International Quality approval)

7.2. **Customer Related Processes and Communication**

7.2.1. The Operator shall determine and implement effective arrangements for communicating with Mondelēz International in relation to:

i. service information and non-conforming product
ii. enquiries, contracts or order handling, including amendments
iii. customer feedback, including complaints from Mondelēz International or its customers
iv. any incident related to Mondelēz International product food safety or quality (e.g. tampering, theft, trailer loss, invaded loads, unauthorized co-loads etc.) and product inventory issues

7.2.2. The site shall have a system in place to notify in writing the Mondelēz International Quality representative prior to any changes in packaging, production facility or processes that may impact the quality, labelling or functionality of a finished product.

7.2.3. In cases where the Contract packer / Repacker receive complaints from a Mondelēz International customer, notification shall be made to Mondelēz International immediately. The customer complaint should be acknowledged, but no response given by the Operator on behalf of Mondelēz International without prior authorization.

7.2.4. Defined notification procedures including emergency contact lists for internal, external and consumer contacts shall be maintained.

7.2.5. In case of transport incident the site shall perform a product inspection and/or a risk assessment as per Mondelēz International guideline in 7.5.4.

Additional requirements chapter 7.1. and 7.2.

For Contract Packer / T0 Co-Packer: • None
For Tier 1 to Tier 3 Repacker / Co packer : • None

7.3. **Design and Development**

The Copacker / Repacker shall comply with:

7.3.1. Risk assessment based on HACCP principles, which covers all processes from incoming goods/material to dispatch.

7.3.2. Functional and performance requirements specified by Mondelēz International, including a documented plan to control potential food safety hazards (biological, chemical and physical). The plan shall follow the HACCP principles of first conducting a risk analysis, identifying appropriate controls for the risks identified, establishing control limits, monitoring and corrective action plans in the case of out of limit results.

7.3.3. GMP/GWP Zones: The risk assessment shall be conducted at the outset to understand and identify where GMP/GWP related controls should be employed.

7.3.4. As a minimum Tier 0 Co-Packers & Tier 1 unsealed products shall define the food handling area where Mondelēz International products may be exposed. These areas shall be clearly defined and communicated to ensure effective implementation of required GMP/GWP and Sanitation controls in these areas.

7.3.5. For Tier 1 sealed products and Tier 2 re-pack projects, there shall be an agreed risk assessment, signed off by the Mondelēz International Quality Representative. This will identify whether additional controls such as GMP/GWP clothing or extra allergen labelling controls are required over the minimum defined in this manual.

7.3.6. Facilities shall assess and document the assessment for each new product / project to determine if the process introduces any additional food safety risks, including non-Mondelēz International products/projects within the same co-packing/warehousing area. . Most of these risks can be controlled through good prerequisite programs. However, the following cases are examples of controls that shall be carefully considered and may be managed as Control Points or prerequisite programs:

i. Packing of products with dissimilar allergen profiles that require a new label , packaging materials printed with regulatory information (ingredient list, nutritional product data…)
ii. Product handling outside its specified temperature and humidity requirements
iii. Handling of breakable items (e.g. ceramic mugs, glass jars, etc
iv. Extraneous Matter need some form of efficient control dependent on the type of product being packed
v. Products / materials which exhibit strong odors or taint risks shall be segregated in the co-pack area.

7.3.7. Applicable statutory and regulatory requirements. Packing, storage and transportation of Mondelēz International materials and products shall conform in every respect to all relevant country legislation, and the applicable provisions of the corresponding laws and regulations of the country in which the material is used or the product sold.

7.3.8 Specifications:

- The company shall assure that authorised Mondelēz International instructions and /or specifications (reviewed and signed by authorised Mondelēz International representative) are in place at the production location.
- The company shall have policies and procedures in place to assure products meet all Mondelēz International specifications.
- All specification changes shall be approved by Mondelēz International Quality Representative.

Additional requirements chapter 7.3

For Contract Packer / T0 Co-Packer: • 7.3-01 Allergen CL, 7.4-02 COA and COA Verification • 7.5-02 Extraneous Matter Management
For Contract Packer Tier 1 unsealed products: • 7.3-01 Allergen CL,
For Tier 1 sealed products to Tier 3 Repacker / Co packer : • None

7.4. **Procurement**

7.4.1. Controls shall be in place to assure that any purchased materials or services which affect Mondelēz International materials or products, or service provision, comply with the Contract and applicable regulations. Examples include but may not be limited to:

i. Hygiene and Pest Control services (including chemicals used)
ii. Warehousing, Transport and Distribution services
iii. Food Defense and Security
iv. Packaging items (shrink foil, slip sheets, pallets)

7.4.2. The Contract packer / Repacker shall evaluate and select suppliers or services based on their ability to supply products or services in accordance with Mondelēz International contracted requirements and specifications. Criteria for selection, evaluation and monitoring shall be established and recorded. Any necessary actions arising from evaluation and/or monitoring, including supplier disqualification, shall be maintained.

7.4.3. The Mondelēz International Quality Representative shall be notified prior to contracting third party outside storage or transportation of Mondelēz International products.

7.4.4. Mondelēz International requirements shall be documented and communicated to all contracted third party warehousing and transportation providers.

For Contract Packer / T0 Co-Packer: • CPQR 7.4-02 COA and COA Verification
For Tier 1 to Tier 3 Repacker / Co packer: • None

7.5. **Product Receipt & Shipping Controls**

7.5.1. Documented procedures for receipt and shipping of Mondelēz International products shall be defined for all stages of the distribution process. These shall include, at a minimum:

i. Incoming material and product quantities shall be recorded and verified against delivery documents.
ii. Conformance to specified parameters / specification shall be verified for all applicable incoming materials.
iii. Any damaged or non-conforming stock shall be safely and securely held to avoid cross contamination or release to market and Mondelēz International notified
iv. Controls for deliveries to warehouses including customs clearance shall be defined and in place.

7.5.2. The following inspection and acceptance criteria shall be in place and documented:

i. Inbound and outbound vehicles shall be verified to be clean, dry, free from leaks, off-odours and unusual residual materials (powder or liquid) prior to loading/unloading.
ii. Materials and products shall be inspected for damage, infestation, and temperature abuse, potential security concerns such as perforated cases, exposure to moisture, unusual odours or unauthorized co-loads.
iii. Inbound and outbound truckloads (Full and Less Than full Truckloads) shall be sealed at dispatch by the responsible warehouse employees using a numbered, tamper evident, tamper resistant metal seal. Seal shall be applied and the number recorded on the shipping documents by warehouse personnel and not the transport driver. Upon receipt the seal shall be inspected by receiving warehouse personnel for integrity and the number shall be verified to match the delivery documentation. In the event that it is not possible to seal a vehicle, or vehicle arrives unsealed, approval by Mondelēz International Regional Security and Mondelēz International Quality Representative shall be in place prior to unloading (inbound) or dispatch (outbound). Note; All trucks for multiple drop points with no more than 24 hours delivery period from time of dispatch: it is sufficient for the vehicle to be under driver lock control, no seal requirement. Mondelēz International expects the transport

company to maintain the integrity and security of the load throughout the transit and documentation shall be available to show the previous drop points.

iv. All openings (doors, inspection ports, hatches, etc.) on outbound shipments shall be sealed with a numbered, tamper evident, resistant seal and the seal number(s) annotated on the shipping documentation and loading control documents.

v. In the event that a security seal has been broken by an authorized person (e.g. border / customs, police officers) there shall be

a) Appropriate records to describe the reason for the seal removal.

b) A replacement numbered seal shall be applied, and details recorded on the load documents.

c) Where permissible, the credentials of delivery drivers should be verified in addition to the delivery documentation (for example, driver name shown on delivery documents, photo ID on license).

d) If there is evidence of unsatisfactory shipping practices or tampering, then the materials shall be either rejected and returned, or immediately placed on hold.

e) A risk assessment shall be carried out by Logistics Operations or a trained warehouse operator and approved by a Mondelēz International Quality representative with assistance of Mondelēz International Region Security

f) Mondelēz International Quality representative to determine the potential impact on the product (Examples: prohibited materials within the shipment, prior use of the vehicle to haul prohibited materials (placing the current shipment at risk of contamination), improper temperature control, broken, illegible, or missing seals, or seal numbers that do not match the Bill of Loading)

7.5.3. Inbound and outbound bulk containers shall be sealed. Acceptable seals include:

i. Drums with a locking ring

ii. Drums without a locking ring secured with tamper evident tape

iii. Large bags such as super-sacks or totes containing plastic liners with a bag closure that will readily reveal any tampering and will not permit removal / reinstallation without breaking the seal

iv. Corrugated cases effectively sealed and tamper-evident

7.5.4. . Where materials, packaging or product belonging to Mondelēz International has been involved in incidents connected to theft, damage, unauthorized intrusions or any other issues which occurred during the transportation of goods, resulting from actions / events outside of Mondelēz International control, a documented risk assessment shall be made prior to redistribution or disposal. The risk assessment shall be:

i. Conducted and documented by Mondelēz International Logistics Operations or a trained Repacker/ Copacker operator and approved by Mondelēz International Quality representative with assistance of Mondelēz International Region Security.

ii. The use of 3rd party inspection companies shall be approved by Mondelēz International Quality representative.

iii. The final disposition decision shall be in all cases be approved by Mondelēz International Quality representative with assistance of Mondelēz International Region Security.

7.5.5. Procedures for reporting stock or delivery issues (e.g. shortages, delayed deliveries) shall be agreed with Mondelēz International contracting manager.

7.5.6. Orders shall be picked, assembled and verified against Mondelēz International delivery documentation.

7.5.7. Deliveries shall be palletized and wrapped according to Mondelēz International specifications.

7.5.8. Loads shall be assembled to Mondelēz International / customer specifications, in such a way as to safeguard the product (e.g. heavy products at bottom). Appropriate restraints such as load locks, inflatable air bags and corrugated void fillers shall be used to protect product in transit from shifting and to minimize damage in transit.

7.6. **Requirements for transportation:**
Re packer / Contract packer should ensure that carrier used has following capabilities and requirements are followed:

7.6.1. Product quality and integrity shall be preserved during transport.
7.6.2. Solid top, hard-sided, lockable or reinforced soft-sided vehicles shall be used. In regions where such equipment is not practical or available, the storage and transport conditions of the target markets shall be considered when determining suitable transport vehicles.
7.6.3. Vehicles shall be specified as suitable for transportation of dry foodstuffs (clean, free from odours, and have no detectable leaks).
7.6.4. Use of tankers dedicated to food only- with records available for the previous product shipped, and appropriate cleaning and sanitizing (including hoses, valves & pumps)
7.6.5. Temperature controlled vehicles shall carry suitable on board temperature monitoring devices, which alert the driver in case of failure. The haulier shall have a procedure in place to periodically verify the effective operation of temperature monitoring and temperature control devices
7.6.6. Avoid storage of product directly in front of cooling equipment where this may impact product quality
7.6.7. Procedures for dealing with vehicle or refrigeration systems breakdown shall be in place, and include notification to Mondelēz International management.

7.6.8. All trailers used for the transport of Mondelēz International product will comply with
i. The relevant legislation governing the transportation of such products as laid down but not necessarily limited to local legislations.
ii. All trucks shall allow sealing of the goods
iii. Clean, Pest and Odor free
iv. Dry (no condensation on floor, walls or roof);
v. In good overall condition;
vi. Robust floor, to enable safe loading and unloading operations
vii. Doors/curtains shall maintain an effective seal to the external environment
viii. Free from any material that may damage products
ix. Where internal lighting is present in trailers, it shall be protected. No unprotected glass bulbs no broken glass or broken hard plastic protective covers.
x. Compatible with security seal mechanism as advised
xi. Equipped with fully functional temperature monitoring and recording equipment (for the carriage of goods with temperature restrictions)
xii. Curtains shall be in good condition (e.g. no holes) and completely closed in such a way to avoid ingress of water etc.
xiii. Trailer interiors shall be free from all debris and odors from previous loads that can either mark or taint packaging or product.
xiv. Trailers shall not have transported any uncooked animal proteins (e.g. meat and fish), agricultural products or chemicals or products / materials which exhibit strong / unpleasant odours or health/safety, food safety risk as defined by the safety data sheets.

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7.6.9. Intermittent unloading: Bulk railcars or trucks that are docked and/or connected to the facility for intermittent unloading for a period over 24 hours shall have adequate controls in place to prevent unauthorized access. Examples of these controls include:
i. Sealed connection points
ii. Doors and hatches re-sealed or locked in between unloading
iii. Bulk railcars or trucks are contained within an enclosed space with a roof and secure doors (Note: Gates and fences are not considered sufficient to prevent access).
7.6.10. The controls shall be checked daily or upon resumption of unloading after a lapse of more than 24 hours to ensure there has been no unauthorized access.

7.6.11. Chocolate and Biscuit products can only be loaded with high odour risk Gum and/or Candy products with the authorization of the Mondelēz International Quality Representative (based on risk assessment including test results, product type and packaging)

7.6.12. Chocolate, Candy and Gum products may be only transported in chilled conditions with the authorization of the Mondelēz International Quality Representative

7.6.13. Mondelēz International specify and communicate the required product handling conditions for Warehousing, Handling, Storage, Re-packing and Transportation Where specified, monitoring of temperature and humidity shall be carried out using calibrated recording equipment. This recording equipment shall be located in representative locations. Additionally, a reporting system with corrective action plans for out of acceptable range results shall be defined, documented and agreed with Mondelēz International Quality Representative

7.6.14. Carriers have to ensure technical ability to log temperatures inside trailer and document them accordingly. Temperature protocols need to be verified by the carrier on regular basis and kept according the data retention requirements in 4.3 Suitable are either print outs (hard copies) or online documentation via remote data retrieval which can be made available to Mondelēz International personnel and/or Mondelēz International warehouse operators

7.6.15. Any loss, damage or inconsistency with the list of goods authorized for storage shall be registered and reported to Mondelēz International.

7.7. **Special Requirements for Temperature Controlled/ Conditioned, Chilled and Frozen storage/distribution (where product specifications** and / or local Mondelez international procedures **require temperature controls):**

7.7.1. At a minimum, surface temperature of product (e.g. outer case) on incoming vehicles shall be checked and recorded prior to unloading.

7.7.2. Risk assessment, checks and procedures need to be in place to avoid the risk of condense water on pallets / in product pack

7.7.3. Trucks/Containers shall be conditioned to the specified temperature prior to loading.

7.7.4. Internal temperature of the vehicle shall be checked and recorded before loading.

7.7.5. Curtains or flaps shall be used where outside temperature is out of the specified range and loading areas are not controlled.

7.7.6. Products shall be pre-chilled/frozen to the specified temperature prior to loading. and product shall be kept at specified temperature at all times; any interruptions shall be addressed and recorded

7.8. **Storage**

7.8.1. Fork lift trucks (FLT) shall be in good repair, clean, free from leaks. FTL utilized inside a facility shall preferably be electric powered. Liquid Petroleum Gas (LPG)(Propane) is acceptable. Gasoline or diesel powered FTL only allowed to be used outside facility

7.8.2. FLT batteries shall be stored in a designated area in such a way as to avoid risk of material or product contamination. New technology batteries, which have a lower risk level, may require less strict segregation.

7.8.3. The condition of product in stock shall be assessed at appropriate intervals in order to detect contamination, tampering, theft or deterioration, e.g. due to pest infestation, age, unsanitary conditions and temperature/humidity control abuses.

7.8.4. Access to storage areas, including products, packaging materials and exterior storage areas (e.g. tanks, silos) shall be restricted to authorized personnel only.

7.8.5. An effective FIFO (first in first out) or FEFO (first expired, first out) system shall be in place for all materials or products stored for Mondelēz International.

7.8.6. Products or materials which have a strong odour or are any other quality or food safety risk shall be segregated to avoid cross contamination

7.8.7. Pallets, racks and equipment shall be maintained in good condition to prevent any physical damage to materials or products (e.g. free from nails, wood splinters etc.).

7.8.8. Airflow from heaters / refrigeration units shall be directed away from materials and products.

7.8.9. Food, returned products, pet food and non–food items shall be handled and stored in a manner to avoid taint / contamination (e.g. moths in dry pet food), transfer of odours or any quality or food safety risk. Dividers or other precautions, e.g. traffic controls, separate air systems should be used for protection.

7.8.10. Pallets handling need to follow requirements 6.3.

7.8.11. Racking and storage areas (e.g. staging areas, bins) shall be adequately spaced from the walls (minimum 12 inches / 30 cm) to allow for inspection of areas for cleanliness, insect or rodent activity. Additionally, where rodent control devices are placed there shall be an 18 inch / 45 cm gap to allow for inspection. Where this is not possible, alternative means of access shall be demonstrated.

7.8.12. Direct sunlight on product shall be avoided.

7.8.13. Mondelēz International specify and communicate the required product handling conditions for Warehousing, Handling, Storage, Re-packing and Transportation Where specified, monitoring of temperature and humidity shall be carried out using calibrated recording equipment. This recording equipment shall be located in representative locations. Additionally, a reporting system with corrective action plans for out of acceptable range results shall be defined, documented and agreed with Mondelēz International.

7.8.14. Any loss, damage or inconsistency with the list of goods authorized for storage shall be registered and reported to Mondelēz International.

7.8.15. Terms in common use for Transport and Storage conditions are:

Storage Type	Conditions
Ambient Storage	Prevailing conditions with no control over temperature or humidity required or expected.
Dry Storage	Prevailing conditions controlled to avoid absorption of humidity from air. Temperature range +10°C to +25 °C / 50°F to 77 °F, relative humidity < 65%.
Conditioned Storage	Temperature controlled within a defined range of +10°C to +20°C / 50°F to 68 °F. Humidity max 65%
Chilled / Refrigerated Storage	Temperature controlled within a defined range of +1°C to +8°C (34°F to 45 °F). Humidity range not defined. Consistent with US FDA requirements.
Refrigerated	Temperature controlled within a defined range of +1°C to +4°C / 34°F to 40 °F. Humidity range not defined. Procedures in place to assure that products are pre chilled to required temperature prior to loading, and vehicles are pre chilled prior to loading for distribution.
Frozen Storage	Temperature controlled within a defined range, typically –18°C to –30°C / 0°F to -22 °F. Humidity range not defined. Procedures in place to assure that products are pre frozen to required temperature prior to loading and vehicles are pre frozen prior to loading for distribution.
Super Chill	Temperature controlled within a defined range of -3°C to -0.5°C / 27°F to 31°F. Humidity range not defined. Procedures in place to assure that products are pre chilled to required temperature prior to loading, and vehicles are pre chilled prior to loading for distribution.
Protected	Temperature controlled within a defined range of +1°C to +35°C / 34°F to 95°F. Humidity range not defined.
Tanker Transfer of Chocolate Masses & Fillings sold as product [e.g. to external manufacturer]	Temperature controlled within a defined range typically within +40°C to +55°C /104°F to 131°F. Humidity range not defined.

Where local regulations specify conditions for Warehousing, Handling, Storage, Re-packing and Transportation of products these shall also be met. Where temperature ranges are specified for storage these shall also apply to transportation. Effective operation of vehicle chiller units shall be verified by temperature measurement

7.9. **Identification and Traceability**

7.9.1. All Mondelēz International businesses and contracted services shall meet the GS1 global requirements

7.9.2. The site shall have a documented and verified system for the identification and traceability of Mondelēz International products and materials in place.

7.9.3. This system shall allow the Copacker / Repacker to trace within 4 hours the entire history of a specific lot from receipt through all stages of storage and shipping. This shall include

identification of all materials handled and the customers to whom products were distributed (one step upstream – material received and handled; one step downstream – products distributed to) time in excess of 4 hours shall be allowed in tracing the individual product components of bundled products with mixed code dates provided Mondelēz International still have sufficient time to provide the full history of the products being traced within 24 hours.

7.9.4. Traceability requirements apply to all finished products and components used to produce products including ingredients, in process products, bulk materials, re work, primary packaging materials, secondary packaging components when product ingredient line information printed on , pre packed subcomponents, premiums and part finished products and / or process intermediates being shipped to other locations for further processing

7.9.5. Periodic recall exercises shall be carried out to verify system capability (minimum annually) and documented, including corrective actions identified.

7.9.6. To facilitate this process incoming Mondelēz International products shall be identified either with the given code by Mondelēz International or by a lot number through which the source, date received and any special characteristics of the material can be determined.

7.9.7. All finished product consumer packages will bear information applied to the package that allows effective product traceability to product date and location. This shall include at a minimum: a recall code assigned by Mondelēz International Quality representative and ***Open date.*** Where products are produced on more than one line in a facility the line designation shall also be added.

7.9.8. **Open Date Code Requirements.**

i. An open date code is a shelf life indication statement presented in a consumer readable format

ii. The open date code, indicating the day, month and year (or month & year as appropriate) shall be printed on the consumer unit, shipping case (traded unit and pallet (logistics unit), and shall be identical on all.

iii. If the open date code is placed in a location that is not easily recognizable by the consumer (e.g. underneath a fin seal), the label shall indicate where the information can be found.

iv. Primary Package & Shipping Case (Traded Unit) Design The design shall provide for a ‘drop out’ area on the package (or other suitable location) that is free of print or artwork and free from topographical changes on the surface which could interfere with the application or legibility of the open code date information.

v. The open date code shall be applied on at least one vertical side of the shipping case (traded unit) (recommended two sides)., Be legible and indelible.

7.9.9. **Open Date Code Format**. Various open date code formats include combinations of letters and numbers, and indications in the form of Day, Month, Year; Best before end month and year and Best when used by. Not all formats are acceptable in all geographies. Applied information shall always be checked by the Mondelēz international locally identified responsible function for compliance to local regulations in the country of sale. Where data is applied in a language different to that of the manufacturing location, accuracy of translation shall be verified.

7.9.10. **Open Date Code Character Size Requirements:**

i. Shipping Case: (Traded Unit):

- NA- Minimum character height size is ½”. Preferred character height is 1-inch.
- MEU, EEMA, LA, AP - minimum size shall be 1.0 cm (preferred size is 2.5 cm), in order to be designed to readable from 6 feet (1.8 metres) when products are palletised. Where local regulatory requirements or industry codes of practice exist (in the country of sale) for date character size, these shall be followed.

ii. Consumer Unit:

- NA:
  - For US: minimum character size shall meet or exceed requirements found in Code of Federal Regulations (CFR) 21 101.2C [1/8” preferred].
  - For Canada: the Canadian Guide to Food Labelling and Advertising (GFLA) 2.2 and Consumer Packaging and Labelling Regulations (CPRL) 15 and 16. [1/8”or 3.2 mm preferred].

- MEU, EEMA, LA, AP - character sizes shall be selected so as to be readable under normal lighting conditions (factory or supermarket lighting) when the product is held at arm's length. [3mm preferred]. Where local regulatory requirements or industry codes of practice exist (in the country of sale) for date character size, these shall be followed.

iii. Time Code Formats. Where time codes are applied, the 24-hour clock format shall be used, with the first minute after 12-midnight being coded as 00:01. Where shift patterns or working practices necessitate an alternative format, this shall be documented in local procedures

7.9.11. Where the shelf life of the product is dependent upon specific storage conditions, these shall also be indicated.

7.9.12. All shipping containers/units shall bear traceability information that is consistent with the information which appears on the consumer unit. (Each pallet, Each site generated Stock Keeping Unit (SKU)/ Traded Unit and Each site generated Consumer Unit

7.9.13. Packages that are reconfigured (combined or consolidated) into new consumer sale units shall have traceability maintained for all components. For example, when several packaged products are combined or wrapped together to make up a variety pack the site shall log the production dates of the individual packages going into the variety pack on a particular line, day, and shift).

7.9.14. Where packaging or labels that contain consumer information (e.g. allergen statements, nutrition, etc.) are applied to a reconfigured customer unit, the traceability of these materials shall also be maintained.

7.9.15. For packages that contain more than one component (e.g. variety packs, sauce pouches, spice packets, etc.) or mixed code dates, the shelf life indication data of the finished package shall be the same as the component with the earliest expiration date (e.g. shortest shelf life indication).

7.9.16. Packages that contain multiple smaller packages designed to be sold individually or as a single unit shall have consistent shelf life information marked on both the multi-pack and the individual components contained within.

7.10. Control of Monitoring and Measuring Devices

7.10.1. The Operator shall determine the monitoring and measurement to be undertaken and devices needed to provide evidence of conformity of service to specified requirements.

7.10.2. A Procedure for measuring and monitoring equipment calibration shall be documented. A calibration program of control devices e.g. thermometers, humidity controls, scales, etc. shall be in place. This shall include:

i. Master list of equipment to be calibrated, identification number, and location, frequency of calibration and acceptance criteria.

ii. Minimum required accuracy or allowable tolerance of the monitoring and measuring device outside of which recalibration, repair or replacement is necessary.

iii. Responsibility for performing calibration

7.10.3. Calibration activities shall be documented and corrective action to be taken when the results of a calibration are out of the specified limits.

7.10.4. When measuring equipment is found to be out of standard, a risk assessment shall be completed to determine any product implications regarding food safety, quality or regulatory.

7.10.5. Notification to Mondelēz International in cases of equipment or calibration failure.

7.10.6. Calibration shall be against known and valid standards which are traceable to international or national measurement standards. Where no such standards exist, the method of establishing and maintaining the standard for calibration shall be documented.

7.11. Packaging and Label Control

7.11.1. The company shall have controls in place to assure proper labelling of products supplied to Mondelēz International.

7.11.2. Packaging materials shall be purchased and verified according to documented, Mondelēz International approved specifications.

7.11.3. All labels shall be reviewed and approved by Mondelēz International before use.

7.11.4. Packaging and labels shall be verified against the Mondelēz International approved version prior to use.

7.11.5. No changes shall be made to labels without prior authorisation from Mondelēz International.

7.11.6. Mondelēz International Packaging shall only be used for Mondelēz International products.

7.11.7. Documented controls shall be in place and verified to assure that correct finished product labels are applied to products, specifically at product change over (e.g. periodic label verifications, copies of labels saved with production records, a full review of control documents at the end of shift, documented label inventory control procedures). Where packages are similar, but allergen profiles are different, a risk assessment shall be carried out to determine whether additional control measures, such as bar code readers (to link the label to the corresponding product), 30 minutes checks and 4-eye principle etc shall be implemented.

7.11.8. For the following scenarios, application of correct labels shall be verified

- Where labels for different varieties have similar appearance
- Where products with dissimilar allergen profiles are packaged into a new consumer unit and re-labelled.

7.11.9. Destruction of obsolete or defective Mondelēz International labels or packaging materials containing the Mondelēz International identification shall have prior approval from the Mondelēz International contract representative. Labels, cartons or caps that will not be used, or are obsolete shall be destroyed to prevent unauthorized use. Any labelled finished product which is discarded shall also be disfigured or destroyed so that the container, label or cap cannot be re-used.

7.12. Process Control

7.12.1. Appropriate production personnel shall have access to the latest specifications and/or work instructions for re-packing products supplied to or manufactured for Mondelēz International.

7.12.2. A process for routine inspection to ensure conformance to an agreed and signed off finished goods quality spec (gold standard, consumer relevant quality sample or similar) during production for Mondelēz International shall be established, documented and implemented.

7.13. Net Contents Control

7.13.1. Net contents claims which inform the consumer about what to expect with regard to quantity of contents. Packages that declare a piece count shall be correct for each package

7.13.2. Establishment of Net Contents Control Plan and Documented Instructions based on Local regulations in the country of manufacture and intended sale and shall include:

i. Defined roles and responsibilities
ii. Documentation and Records
iii. Procedures for set-up, adjustment and calibration of line equipment and weighing devices
iv. Machine, product and process specific sampling and target plans
v. Defined compliance lot size
vi. Monitoring and Evaluation
vii. Corrective Actions and Training.

7.13.3. Net content in an established compliance lot shall, on average, equal or exceed the declared label quantities at the point of manufacture

7.13.4. Individual packages shall be controlled to avoid underweights as defined by local regulations. Where net weights are determined indirectly, tare weight determination and monitoring shall be specified in the site net content plan.

7.13.5. Records of weight control and weight checks shall be stored and kept for the appropriate period of time according 4.3 / local regulatory requirements

7.13.6. Where the package is designed to be sold in a specific jurisdiction, the net contents control plan shall demonstrate compliance within that jurisdiction. If the package is designed to be sold in multiple countries with different regulatory rules or limits, the net contents control plan shall demonstrate compliance with the strictest rules.

7.13.7. The Net Contents Control Plan shall be reviewed on an annual basis for compliance to local regulations, net contents claims and the requirements of this document and shall be evaluated or revised when any of the following events occur:

i. Processing or filling equipment changes
ii. Formula or manufacturing procedure changes
iii. Changes in product or packaging material composition, suppliers or specifications that may affect net contents
iv. Line speed changes that are outside specified parameters
v. Automated software changes
vi. Equipment overhaul, major maintenance work that affects the operating parameters of the equipment
vii. An increase in holds due to regulatory non-compliance or unusual amount of variation outside specified limits

7.13.8. The evaluation shall be documented and include details of whether any changes were made to the net contents control plan as a result. The Contract packer / Repacker shall verify that weight targets are properly set, procedures are followed and records are maintained.

7.13.9. Weighing and measuring devices shall be suitable for their intended purpose.

7.13.10. All processes shall meet the net contents regulations at point of pack. In addition to any local regulatory requirements, all of the following conditions shall be satisfied:

i. Each compliance lot of production will average at or above the net contents claim.
ii. The compliance lot average will be checked at the end of each compliance lot produced.
iii. Each lot of production will not have any unreasonable under weights as determined by local regulations: e. g. Maximum Allowable Variances (MAVs), below T2, twice the tolerance, below 2 x Tolerable Negative Error (TNE).
iv. Any other net contents regulations for the region where product is sold shall also be met at the point of pack (for example, at most 2.5% below TNE).
v. Sampling plans will be designed to provide statistical evidence of compliance minimising overfill whilst maintaining regulatory compliance, using Statistical Process Control (SPC) practices or as agreed with Mondelēz International CP Quality Manager.
vi. The net contents will be measured at least every 30 minutes during production.
vii. A specified number of samples (sample size) shall be consistently collected at a defined fixed frequency.
viii. Sampling shall be carried out in a non-biased manner.
ix. Net Contents Targets will be evaluated at least annually.

7.13.11. In-line checkweighers shall be utilised for each net contents claim unless Mondelēz International Quality Representative has approved that they are not necessary. Where checkweighers are not present, a risk assessment supported by appropriate Quantity control arrangements shall demonstrate and record that regulatory requirements are met.

7.13.12. The need for installation of automatic checkweighers on new and/or modified packing lines shall be based on the outcome of a risk assessment for regulatory compliance.

7.13.13. Checkweigher performance shall be verified as a minimum:

i. at the beginning of each shift
ii. at the end of each shift where production will not continue into next shift
iii. It is recommended to verify at the beginning, middle and end of each shift to minimize product placed on hold if a failure occurs.

7.13.14. All test packages shall be clearly visually identifiable from finished products.

7.13.15. Test packages shall be checked routinely on an off line scale to insure the weight is appropriate. These off line checks shall be documented.

7.13.16. Test packages shall be set at a minimum of the government unreasonable limit (MAV, T2)
7.13.17. Test packages may be set higher if the purpose is to detect missing components.
7.13.18. Checkweigher kick-off settings shall be set at the government unreasonable lightweight limit plus the accuracy error/grey zone level of the checkweigher. (The accuracy error/grey zone level of the checkweigher is established using three times the standard deviation of a 20 pass test. For further information consult Mondelēz International Quality Representative).
7.13.19. The test package shall be passed over the checkweigher and through the reject mechanism at least once. The test package shall be rejected each time.
7.13.20. Records shall be reviewed and verified to confirm the compliance lot meets all regulatory requirements in the country of sale before the compliance lot is released from the Copcker / Repacker Control.
Out of compliance lots shall be held for further evaluation and disposition. See also Hold & Release and Control & Disposition of Non-Conforming Product.(Section 8.1)

Additional requirements chapter 7.5. to 7.13.

For Contract Packer / T0 Co-Packer: • None
For Tier 1 to Tier 3 Repacker / Co packer : • None

8. Measurement, Analysis and Improvement

8.1. Hold & Release and Control of Non-Conforming Product

8.1.1. A written hold & release control program shall be in place to assure that materials and products which need to be specifically identified/isolated and held, pending determination of their final disposition, will not be inadvertently dispatched.
8.1.2. Personnel shall be designated with the authority and responsibility for management of Hold and Release Programs, including monitoring and tracking held product through to final disposition. (close out)
8.1.3. The Contract packer / Repacker shall assure that product which does not conform to specified requirements is identified and controlled to prevent its unintended use or distribution, according to the Hold classifications listed below in table 7 page 31.
8.1.4. A record of ALL hold events shall be maintained. Available information shall include:
i. The hold category
ii. Code date(s), quantity and/or time affected
iii. Reason for hold, Investigative information
iv. Final disposition and authorisation
v. Inventory verification and reconciliation
8.1.5. Any materials or products suspected or identified to be non-conforming shall be placed on hold immediately upon discovery or immediately when requested by Mondelēz International Management. If the non-conformity is detected by the Contract packer / Repacker, Mondelēz International Representative shall be notified immediately.
8.1.6. Where non-conformance is detected in products which are already in distribution the Mondelēz International Representative shall be notified immediately. Consideration shall be given to identification and segregation of remaining stock (at other storage or distribution sites) that requires documented corrective or preventive action.
8.1.7. The specific reason for hold should ***not*** be shown on the tag or hold sticker, a reason code should be used [except where local regulations require indication of the hold reason].
8.1.8. Full traceability of all non-conforming products shall be in place and inadvertent movement shall be prevented through an effective system; inventory shall be controlled.
8.1.9. A systematic evaluation/audit of the hold and release program will be conducted at least annually at each site to assure the system functions properly. This audit and the follow up and close out of relevant identified corrective actions need to be documented.
8.1.10. Where product or material placed on holds needs to be moved to external storage or between facilities, procedures shall be in place to maintain the integrity of the hold status.

8.1.11. A process shall be in place to immediately notify Mondelēz International when any material or product stored for Mondelēz International, or designated for shipment to a Mondelēz International facility or to the trade is inadvertently released from hold.

8.1.12. Held product inventories shall be reconciled at the time when final disposition is implemented and at any inventory count action taking place .

8.1.13. A training and awareness session shall be conducted at least annually for all personnel involved with hold and release activities.

8.1.14. Any material or product hold shall be classified into one of three 3 types of hold in table 7.

8.1.15. Disposition for non-conforming products and / or products on hold shall be approved in writing by a designated Mondelēz International quality representative.

8.1.16. Complete evidence/documentation of destruction (e.g. certificates), including identification of materials and products destroyed, and shall be retained.

8.1.17. Destruction of unsatisfactory materials and products shall be supervised to assure they cannot re-enter the distribution chain.

8.1.18. Any labelled material or product that is dispositional for destruction or animal feed shall be disfigured or destroyed to assure that Mondelēz International Trademarks cannot be reused in any manner.

8.1.19. Only Mondelēz International approved contractors or third parties shall be authorized to manage transportation and destruction of non-conforming product.

8.1.20. All products dispositional for destruction that is unfit for human or animal consumption shall be identified in the accompanying documentation.

8.1.21. In the case of destruction by a third party, the contract with the third party shall specify the method of destruction, security measures, verification of destruction, final destination of the nonconforming product including company name and contact, and regulatory and environmental requirements shall be met.

8.1.22. If the site receives goods in quarantine status, the site shall ensure that the products are kept on hold during the quarantine time as defined by Mondelēz International

TABLE 7	Category 1 Hold	Category 2 Hold	Category 3 Hold
Use for:	When a non-conformity poses a confirmed product safety issue, or major quality concern –for example: • Undeclared Allergens identified in product or material • Failure to meet CCP/sPP requirements as defined in individual CCP/sPP models • Contamination due to employee illness • Unacceptable pathogen test result • Presence of an undeclared ingredient	When a non-conformity, or any suspected non conformity, poses a potential food safety issue or regulatory non-conformance, or a minor product or material quality defect– for example: • A non-conformance which causes the ingredients on the ingredient list to be in the wrong order. • Net Contents compliance lot average is below the stated label weight claim. • Non-conforming product pending corrective action completion, re-testing and, or final disposition decision. (for example wrong product on pallet , open product, soft packs) • Deviation from a CCP/sPP requirement pending investigation or further actions • Finished product awaiting results of testing that is not required for a COA • In cases where pathogen testing on **every lot** of finished product **is not** specified: a) Rework pending pathogen testing results. b) Finished product made using materials or rework with pending pathogen test results. c) Finished product awaiting the results of **verification pathogen testing** (e.g. quarterly testing) • Finished product awaiting pathogen testing results where testing has been initiated by a government or regulatory agency, e.g. FDA Returned Material	When other reasons exist for needing to hold product or material, unrelated to food safety or regulatory issues. For example: • Finished product awaiting test results which are a required for a COA. (Excludes Pathogen testing) • Product produced as a result of a trial • In cases where pathogen testing on every lot of finished product is specified: a) Delivered ingredients pending pathogen testing results where there is no kill step after addition to the product. b) Rework pending pathogen testing results. c) Finished product made using materials with pending pathogen test results. • Finished product awaiting pathogen testing results in cases where every lot of finished product is pathogen tested
Notify Mondelēz International.	Required	Required for regulatory non-conformances only	Not Required
Disposition	Designated person to manage disposition in collaboration with Mondelēz International. Quality Representative	Designated person will maintain communication with the appropriate facility manager and manage disposition activity.	Designated person will conduct the necessary communication to assure adequate control, and manage disposition activity.
Identification & Segregation	Each of the following requirements shall be met: • Each shipping unit of product or material shall be visually identified with hold stickers, tags or tape. • Product or Material shall be placed in a segregated and secured area	All affected product or material shall be visually identified as being on hold within its storage location. (e.g. segregation of an entire bay using 'ON HOLD' tape/placard, or specified area within a high rise facility designated only for product on hold). Where product or material need to be moved to external storage or between facilities, each ***shipping unit*** shall be visually identified as being on hold. Product or Material should be placed in a segregated area.	All affected product or material shall be visually identified, or computer controlled, or both. The method adopted shall provide effective control.
	For all Hold Categories: • „Inadvertent movement or use shall be prevented. • „Where computerized stock control systems are in use, product shall be electronically obstructed from movement/use and only designated, authorized employees shall have the ability to modify the status or location. Where it is feasible, physically obstruction of the goods shall also be used for additional control. In addition, there shall be a defined, documented and effective system in place and agreed with Mondelēz International to prevent inadvertent movement or use. • „Where no computerized stock control system is in place, or it is not possible to assign responsibilities only to specific authorized employees to modify the status or location of the product, product/materials shall be physically obstructed.		
Inventory Checks	Inventory checks for Category 1 & 2 holds shall account for physical quantities present and be reconciled against all hold records (including electronic warehouse records, hold forms, and electronic hold files)		A defined frequency, documented in local procedures, which is adequate to assure control
	Verification daily on facility operating days.	Inventory verification minimum monthly, or at close-out of hold event if sooner.	

Additional requirements chapter8.1.

For Contract Packer / T0 Co-Packer: • CPQR 8.3-02 Pathogen sampling and testing
For Tier 1 to Tier 3 Repacker / Co packer : • None

8.2. **Returns**

8.2.1. A procedure for handling returned materials and products shall be in place to prevent re-entry in the distribution chain.

8.2.2. Drivers shall not accept returns from delivery points unless authorised in advance by Mondelēz International (

8.2.3. Mondelēz International representative shall be notified of all returns. Returns shall be clearly identified, segregated from regular materials or products, and placed on hold until inspected and dispositioned by Mondelēz International authorized person.

8.2.4. Returned product inventories shall be reconciled at the time when final disposition is implemented and at any inventory count action taking place before.

8.2.5. Where raw materials, Ingredients, packaging or product belonging to Mondelēz International has been involved in incidents connected to theft, partial theft, damages, clandestine intrusions or any other issues which occurred during the transport of goods, resulting from actions / events outside of Mondelēz International control, a documented risk assessment shall be made prior to redistribution or disposal. The risk assessment shall be conducted and documented by Mondelēz International Logistics Operations or a trained warehouse operator and approved by Mondelēz International Quality representative. The use of 3rd party inspection companies shall be approved by regional/ BU quality. The final disposition decision shall be in all cases be approved by Mondelēz International Quality Representative with assistance of Mondelēz International regional Security.

8.3. **Internal Audit & External Audits**

8.3.1. An internal audit program shall be established, documented and maintained to verify the effectiveness of the quality system.

8.3.2. Where the Contract packer / Repacker has a quality management system which is registered under the ISO QMS standard, all requirements for internal audit given in the standard shall be met. Where the Operator does not have a quality management system which is registered, sufficient internal verification activity shall be carried out to assure that Mondelēz International requirements are met (minimum review each two years).

8.3.3. All facilities shall have effective programs for managing audits conducted by third parties in areas where Mondelēz International products are managed. This shall include but is not limited to:

i. Appropriate controls to restrict disclosure of confidential and/or proprietary Mondelēz International information, products and processes.

ii. Follow up and closure of any non-conformances.

8.3.4. Notification to Mondelēz International of any serious issues raised during the audit. Corrective actions identified during both internal and external (e.g. third party) audits shall form part of the audit report and responsibility for tracking corrective actions to close-out shall be identified

8.4. **.Mondelēz International Quality Auditor Access**

8.4.1. Mondelēz International and / or contracted Mondelēz International quality auditors shall be authorised to audit/inspect on-site or remote at reasonable times any establishment storing, shipping or handling Mondelēz International products.

8.4.2. The audit/inspection may include review of records, processes, controls and facilities that demonstrate that storage of products for Mondelēz International are in line with requirements and specifications.

8.4.3. Limitations: An audit/inspection shall not extend to financial data, sales data (other than that directly related to Mondelēz International), pricing data or personnel data (other than data regarding qualifications of technical and professional personnel perform functions pertinent to the audit).

8.4.4. Notification of Audits: It is Mondelēz International policy to give advance notice of intent to conduct on-site or remote an audit/inspection. However, nothing in any contract shall deny the right of Mondelēz International to conduct unannounced audits by its own agents, or through firms/agencies that conduct audits under contract.

8.4.5. Mondelēz International auditors shall not be exposed to confidential technology, which could compromise Mondelēz International business at a later date. Mondelēz International auditors shall be informed prior to the scheduled audit in this instance, as it is Mondelēz International policy not to sign confidentiality agreements with suppliers/ Warehouses/ Co-packers prior to or at the time of a quality audit.

8.5. **Corrective and Preventive Action**

8.5.1. Corrective action shall take place (but is not limited to) when:

i. A non-conformity relating to product or product handling caused by the Repacker / Contract packer led to a hold (e.g. interruption of cooling chain)

ii. Quality system failures leading to non-compliance with this requirements or regulatory requirements.

iii. Regulatory authorities identify conditions that may violate laws or regulations. Mondelēz International Quality Representative hall be notified of violations which directly or indirectly impact products stored for Mondelēz International and the actions taken to correct the violation and prevent reoccurrence

iv. Non conformities are identified during Mondelēz International quality audits or technical visits.

v. Complaints (consumer and customer) are received related to co-packed products.

8.5.2. In such cases (8.5.1), a root cause analysis shall be conducted, documented and actions taken to prevent recurrence and eliminate such non-conformities promptly. Corrective Actions shall be tracked, monitored, and verified as effective.

8.6. **Confidentiality**

8.6.1. All sites shall establish systematic procedures for the management of confidentiality when working with outside parties. Confidentiality may be required by either party to prevent the unintentional disclosure of customer confidential information or disclosure of Mondelēz International confidential information.

8.6.2. Where confidentiality is required by Mondelēz International it will be specified in the contract. If any pre-existing confidentiality agreement is in place this shall be reviewed to assure that the new information being exchanged is covered by the terms of the agreement. Procedures shall be in place to assure the adequate documentation of confidentiality is completed prior to the exchange of information.

8.6.3. Any information, which is already in the public domain, cannot be subject to Confidentiality.

8.6.4. The use of digital or film cameras, including cellular telephones, or other devices which have picture taking or document copying capability, to photograph or copy products or processes which are proprietary to Mondelēz International is prohibited. Inspectors wishing to make sketches or diagrams of the process and or facility shall be requested to treat these as confidential and be stamped as confidential if agreed to by the inspector. If possible, a copy should be taken and retained by the facility.

8.6.5. Specific technical information related to Mondelēz International International products, including information such as product formulae or supplier details shall be treated as confidential. [routine production records relevant to the inspection may be shown]

8.6.6. Certain regulatory inspectors may be entitled to take copies of Mondelēz International documents [sketches or diagrams made by the inspector for their own uses are permitted. If possible retain a copy, and request that the inspector treats as confidential. In all cases, any documents or copies of documents viewed or retained by auditors, regulatory inspectors shall be recorded by the warehouse operator and immediately reported to the Mondelēz International International Representative.

Additional requirements chapter8.2. to 8.6

For Contract Packer / T0 Co-Packer: • None
For Tier 1 & 2 Repacker / Co packer : • None

9. *Food Defense and Supply Chain Security*

Mondelēz International has a responsibility to consumers and sometimes Governments to secure our services and operations from the threat of intentional contamination of the food supply chain. These responsibilities need to be embraced by our key partners, distribution and transportation service providers, carriers, etc. and are reflected within this document. At Mondelēz International we call these efforts Food Defense and we depend on our warehouses, carriers, contract packers and repackers to do their part. Correspondingly, warehouses, carriers, contract packers and repackers acting on behalf of Mondelēz International which pack, or in any way handle ingredients, packaging or final product, shall develop specific procedures to secure our product, to deter and prevent intentional contamination and will have protocols in place to quickly and accurately identify, respond to and contain threats or acts of intentional contamination. Likewise, warehouses, contract packers and repackers will ensure their suppliers adopt similar protocols and implement appropriate controls.
The laws and government expectations regarding Food Defense vary from country to country. Food manufacturers, carriers and handlers that operate in the United States or that ship into the United States have the most stringent requirements in the world*. Elsewhere laws can be less prescriptive. Mondelēz International implements an internationally recognized certification programme to help us meet legal and consumer expectations. Warehouses, Contract packers and Repackers that meet international industry standard TAPA FSR [1] level C are considered to meet the minimum Mondelēz International Food Defense standards. Carriers which meet international industry standard TAPA TSR[2] level 3 are considered to meet the minimum Mondelēz International transportation standards[3]. Partners are to ensure that they can demonstrate achievement of those standards on request to Mondelēz International.

*Note that in addition, the Customs-Trade Partnership against Terrorism (CT-PAT) program forms part of the Customs and Border controls for the USA and is designed to promote supply chain security. It includes specific mandatory criteria for different types of activities. C-TPATand Food Defense are mutually supportive, although separate programs, formed and enforced under different elements of US legislation. Both are mandatory for manufacturers, handlers and/or shippers of Mondelēz International product to the USA. Warehouses, Contract packers and Repackers which meet, and can demonstrate certified compliance with, international industry standard TAPA FSR level A are considered by US Customs to meet the requirements of CTPAT.

[1] Transported Asset Protection Association (TAPA) Freight Security Requirement (FSR) designed for securing warehouse, logistics and distribution centre control of goods.
[2] Trucking Security Requirement (TSR) (Updated 2012) designed for securing road transportation of high value cargo.
[3] TAPA TSR standards for MONDELĒZ INTERNATIONAL as set out in the Appendix are mandatory and auditable as such as of 1 Jan 2016. In the interim, transport security is expected to achieve basic security standards as defined elsewhere in this document and in applicable contractual agreements.

Additional information, useful websites and related regulations are contained in ***Appendix C: Food Defense*.*Information*** the detailed Mondelēz International requirements under TAPA TSR 3 are contained at Section 9.4 of this document

9.1. Warehouses, Contract packer and Repacker acting on behalf of Mondelēz International who are *based in the US, or who are handling or shipping materials or finished product destined for the United States*, are expected to meet the requirements detailed below and shall be prepared to provide Mondelēz International confirmation, through audit as required, that they have done and will continue to do so:

9.1.1. Adopt and maintain (by 2016) a Food Defense program including the essential elements at (3) below and which meets ISO 28000 / TAPA FSR Level C (sites – version 2011 self-assessment) / TAPA TSR Level 3 (transport) requirements and standards

9.1.2. FDA facility registration list. Complete and maintain registration in the Mondelēz International FDA facility registration list.

9.1.3. One-Up-One-Down records maintenance. Maintain records to identify the immediate previous source of food or ingredient received and the immediate subsequent recipient of food or ingredient shipped.

9.1.4. Detained product. Ensure detained product is held as directed by Mondelēz International (See Chapter Measurement, Analysis and Improvement).

9.1.5. Meet C-TPAT Import Security Criteria if making shipments to the U.S. but originating elsewhere.

9.1.6. Container Security. When transporting a container or trailer for a C-TPAT importer, a high security seal that meets or exceed the current PAS ISO 17712 standards for high security seals shall be utilized.

9.2. Mondelēz International Warehouses, Contract packer and Repacker *based outside the US and/or which do not ship or handle product destined for the United States* are expected to develop facility Food Defense programs that meet the minimum set standards (including those essential elements outlined at (3) below) and shall be prepared to provide Mondelēz International confirmation, through audit as required, that they have and will continue to:

9.2.1. A Food Defense Program as above which meets either ISO 28000 (certificate)/ TAPA C (sites – version 2011 self-assessment) / TSR 3 requirements and standards.

9.2.2. Clearly-defined roles and responsibilities of those individuals responsible for maintaining the program.

9.2.3. Procedures for reporting threats or acts of intentional contamination to Mondelēz International (in every instance) and to others (as required by local law).

9.3. As part of this program and noting the importance of these elements, all Warehouses, Contract packer and Repacker will specifically ensure that the following are in place:

9.3.1. Access control. All sites will have an appropriate access control system to deter people with the intent of harming our products from gaining access to do so. Warehouses, copackers and repackers shall implement systems and procedures to identify people who are regularly on site (e.g., employees and contractors) as well as to limit access to restricted areas to authorized people only. Specifically:

(a) Processing and manufacturing areas
(b) Ingredient and raw material storage areas (to include packaging stocks)
(c) Hazardous and chemical storage areas
(d) Shipping and receiving areas

9.3.2. Background Screening. Warehouses, Contract packer and Repacker will conduct background screening checks on employee candidates. Local law will dictate what kind of background checks can be conducted. In the US, criminal checks, reference and qualification checks and drug screening are routine and typically addressed in contract language.

9.3.3. Shipping and Receiving. The Warehouse/ Repacker/Copacker will take deliberate steps, and implement procedures, to monitor and verify the identity of drivers and vehicles, the state of vehicles as well as the integrity of incoming and outgoing shipments. Any loss, damage or

inconsistency with the list of goods authorized for storage shall be documented and reported to Mondelēz International. All deliveries in and out of warehouses shall be transported in appropriately sealed containers / vehicles. (Sections Product Receipt and Shipping Controls and Storage of this document). Special regulations may apply on specific routes; carriers are to ensure that they comply with any such special regulations. Warehouses / Repackers / Contract packers will monitor compliance by carriers as part of their Food Defense program and report discrepancies to Mondelēz International.

9.4. TAPA TSR Level 3 Requirements.

Management Support and Responsibilities protocols: Security Management
A business shall: • Appoint a senior responsible person for supply chain security within the business. • Have a documented security policy (With review schedule) • Hold current Insurance policy covering max value of load. • Be able to supply policy number, name and address of Insurance company & proof of payment as required to MONDELĒZ INTERNATIONAL
Training Protocols: Security Training
A business shall: • Have a documented & recorded driver training program for security awareness
Physical Security: Truck \ Trailer Security
As a minimum vehicles supplied shall have: • Anti- Slash curtain sides (or hard sided) • Trailer immobilisation devices fitted and operating when trailer dropped • Two way communication systems fitted A business shall: • Have a documented sealing procedure • As a minimum use a metal strip seal (or stronger) • Overseas (Bolt seal) High Security Seals CTPAT and ISO 17712:2010 compliant • Note; Trucks with multiple drop points with no more than 24 hours delivery period from time of dispatch: it is sufficient for the vehicle to be under driver lock control, no seal requirement, Mondelēz International expects the transport company to maintain the integrity and security of the load throughout the transit
Management Support and Responsibilities protocols: Investigations
A business shall: • Have a formal process for recording security incidents (Inc. Incident log) to include truck thefts, partial thefts, and clandestine intrusions.
Management Support and Responsibilities protocols: Sub-contracting
A business shall: • Have a documented and recorded sub-contractor review process • Have a contractual relationship in place with the subcontractors • (Inc. Security standards equal to or exceeding Mondelēz International ‘s; prohibiting further subcontracting) • Have a documented and recorded process to verify the above

Additional requirements chapter 9

For Contract Packer / T0 Co-Packer: • None
For Tier 1 to 3 Repacker / Co packer : • None

Appendix A – Glossary

- **Consumer Unit:** Trade item purchased by the consumer. May also be referred to as ‘ consumer package’ or ‘retail package’. May be an individual item (e.g. individual chocolate bar), or a multipack
- **CPQR:** Additional requirements to these expectations referred in every chapter and generic Index - Contract Packer Quality Requirements (CPQR), published in Mondelēz International External manufacturing / Contract packer quality portal “MOSS”.
- **Disposition:** Determining and authorizing what shall be done with product, ingredient or packaging which has been placed on hold. Examples would include:
  - Accept – may be sold through normal channels
  - May be further processed by Rework, repair or reclaim to meet specifications
  - May be accepted, with or without further processing, for alternative applications (Re-graded, for example to liquidation or distressed sales)
  - Reject or scrap. Destruction of products and packaging shall be carried out in a secure manner to prevent recovery or re-use.
- **Extraneous Matter:** Any object or matter which may become part of the product being produced, which is not designed to be part of such product. Extraneous matter may be a foreign object, foreign material or an aberration in the product or product ingredient. Examples may include: metal; stones; wood; animal parts; plastic; paper and extraneous matter inherent to raw materials (bone, nut shells, etc.)
- **Food Defense:** Safeguarding the food supply against intentional acts (or threat of an act), such as mass contamination and product tampering. Food Defense should not be confused with Food Security which, as defined by the World Health Organisation (WHO), includes concerns about the availability of a sufficient national food supply.
- **GS1:** GS1 is an international non-profit association dedicated to the development and implementation of global specifications to management of supply and demand chains across multiple sectors. (Industry and trade used). Standards are BarCodes (GTIN), eCom, GDSN & EPCglobal. Solutions cover Data Quality, Traceability see : http://www.gs1.org/
- **Government Regulations:** The laws and regulations of the location in which products are stored and the laws and regulations of the destination to which products may be shipped.
- **HACCP** (**H**azard **A**nalysis and **C**ritical **C**ontrol **P**oints)**:** A system identifying specific hazard(s) and preventative measures for their control.
- **Hazard:** The potential to cause harm. Hazards can be biological, chemical or physical.
- **Hold:** A status assigned to specified product indicating it shall all remain stopped from normal handling processes until further notice. Synonyms include: quarantined, blocked, segregated, contained, embargoed, etc.
- **Lot:** A unique identity given to a defined quantity of a material usually based on time and location of manufacture. For continuous processes, a lot cannot exceed the amount of material produced in one 24 hour period. For non-continuous processes, the batch, blend, shift, or other time segment may be used to identify a lot. For materials received in bulk, the lot would usually be identified as the contents of the bulk vehicle.
- **Non-Conforming:** Non fulfilment of a need or expectation that is stated, generally implied, or obligatory
- **Operator**: Any Mondelēz International department/third party company providing a service (e.g. storage, transport) involving the handling of Mondelēz International products/raw materials.
- **Packaging Component:** All elements of packaging including adhesives, labels, inks, dyes and stabilizers.
- **Pathogen:** A food borne microorganism recognized as a public health hazard that can cause illness or death in humans.
- **Pesticides:** Compounds classified as such by the regulatory authorities of the location where stored and the destination to which products may be delivered. These include, but are not limited to, fungicides, insecticides, rodenticides and herbicides.
- **Product Retrieval:** Any voluntary or involuntary retrieval of product that has been released for distribution.

- **Product returns:** Products which have left Mondelēz International control and have been returned to MONDELĒZ INTERNATIONAL (e.g. product returns from Mondelēz International customers, distributors). Returns do not include deliveries or part deliveries which are not accepted by the customer at the point of delivery (e.g. refusals/unplanned returns
- **Purchased Materials:** equipment, services or materials purchased for use in the Mondelēz International operations.
- **Quality Program:** A logical sequence of documented actions designed to assure specific product quality specifications are met.
- **Quality Records:** Documents detailing the history of a lot of finished product, distribution steps, control charts, inspection results, amount stored, formal releases and disposition.
- **Quality System:** Documented Organisational structure, policies, programs and procedures needed to manage product quality.
- **Quarantine:** e.g. time for regular microbiological testing of finished product. During that time the goods shall be on hold and under Mondelēz International control (at Mondelēz International own or contacted facility).
- **Regulatory Action:** A seizure, embargo, hold of any product or a prosecution, injunction, citation, regulatory letter or notice of adverse findings from a regulatory authority or any federal, state, provincial or local court.
- **Regulatory Authority:** Any duly authorised agent or employee of any government agency empowered to enforce laws relative to food products. Any religious organisation which defines requirements for special product certification (i.e. Kosher or Halal).
- **Regulatory Contact:** A visit, inspection, audit, survey, inquiry or other contact by any regulatory authority that results in the identification of objectionable conditions which require a response. This does not include those visits made on a regular basis (i.e. daily, weekly, monthly), unless such a visit reveals a material or product destined for a Mondelēz International facility is not in compliance with applicable laws or regulations.
- **Risk:** An estimate of the likely occurrence of a hazard or illness.
- **Special Situation:** A Special Situation includes any product, facility issue or set of circumstances that has the likely potential, to expose:
  - Consumers, employees or other individuals or entities or the environment to injury, loss, harm or damage, or
  - The company, its employees, products, tangible or intangible assets to serious legal or regulatory liability, severe adverse publicity, sustainable negative public opinion or damage to the reputation of the company, or
  - Mondelēz International business Operations to severe disruption.
- **Suitable Facility:** A facility in which the design, layout and utilities meet all Good Warehousing/ Distribution Practices (GWP), industry standards and present no food safety or other risk to Mondelēz International .
- **Tankers**: closed bulk haulage.
- **Traceability:** The ability to track a specific lot of ingredient/component to the product which contains it; and to track a finished product to the primary external customer(s) or destination(s).
- **Traded Unit or Shipping Case**; Trade item which does not pass the point of sale, e.g. carton, case, bag , stand-alone product display.
- **Transport incident:** Theft, partial theft, damages, clandestine intrusions or any other issues which occurred during the transportation of goods.
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APPENDIX B – Special Situations Management – Information Template

Special Situations Required Information

1. Site Contacts – Key contacts in the event of a Special Situation Arising.

Situation	Name, Contact Details
Who at Mondelēz International would you contact if an issue arises at any time of night or day, 365 days a year?	
Who at your facility is Mondelēz International to contact in the event of an issue at any time of night or day, 365 days a year?	

2. What does your facility consider to be a Special Situation?

What is your definition of a Special Situation?
Give examples of the potential issues that would be included in your definition:
Do your procedures and training include all relevant internal and external events and circumstances?
What are the circumstances under which Mondelēz International must be immediately contacted?

Special Situations Information

3. Does your facility have a formal program with trained staff?

Question	Comments
Are site specific procedures for communication and management of Special Situations (SS) documented and communicated?	
Are key personnel identified and trained, with clearly defined responsibilities?	
Have identified personnel been identified and trained in recognition and communication of SS?	
Do procedures require immediate verbal notification to the Mondelēz International Special Situations Contact?	
Do procedures require provision of root cause analysis, corrective action, and close out?	
Do procedures include requirements for security and confidentiality of information related to potential or actual SS?	

Appendix C – FOOD DEFENSE INFORMATION

Warehouses, Contract packer and Repacker may contact their Mondelēz International contact to obtain samples of our internal Food Defense support materials which draw upon PAS 96 process and procedures to protect our internal manufacturing sites. However as above and as of 2016, compliance with the provisions of the Transported Asset Protection Association (TAPA) Freight Security Requirement (FSR) level C and Truck Security Requirement (TSR) level 3 demonstrate the necessary standard of security. For TSR level 3, specific guidance for Mondelēz International is contained at Section 9.4. of this document Below are links for further information

TAPA:

Europe

http://tapaemea.com/public/index.php?navId=1&subnavId=1

US

http://www.tapaonline.org/

Asia:Bhttp://www.tapa-asia.org/

C-TPAT

Please note that shipments from outside the U.S. or Canada shall meet the C-TPAT Import Security Criteria, please click on the link for specific information:
(http://www.customs.ustreas.gov/xp/cgov/import/commercial_enforcement/ctpat/criteria_importers/ctpat_importer_criteria.xml)
C-TPAT members: http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/ctpat_members/
C-TPAT Cargo Security http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/
C-TPAT Foreign Manufacturers:
http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/security_criteria/sec_criteria_foreign_mfc/foreign_mfc_security_criteria.xml

FOOD & DRUG ADMINISTRATION (FDA):

Federal Food, Drug, and Cosmetic Act, 21 USC 321, et. seq.
http://www.fda.gov/RegulatoryInformation/Legislation/FederalFoodDrugandCosmeticActFDCAct/default.htm
FDA Guidelines, http://www.fda.gov/ForIndustry/GuidanceDocuments/default.htm
Reportable Food Registry Section 417 of the FDCA.
http://www.fda.gov/RegulatoryInformation/Legislation/FederalFoodDrugandCosmeticActFDCAct/FDCActChapterIVFood/ucm088549.htm
21 CFR 1-199, http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200821
42 CFR 73, http://www.selectagents.gov/resources/42_cfr_73_final_rule.pdf
http://www.accessdata.fda.gov/videos/CFSAN/ALERT/alrt01.cfm

UNITED STATES DEPARTMENT of AGRICULTURE (USDA) & FOOD SERVICE INSPECTION SERVICES (FSIS)

USDA - Food Safety and Inspection Service (FSIS) "Developing a **Food Defense** Plan for Meat and Poultry Slaughter and Processing Facilitys", January 2007http://www.fsis.usda.gov/PDF/Food_Defense_Plan.pdf
FDA/USDA - "An Introduction to **Food Security** Awareness"
http://www.fda.gov/ora/training/orau/FoodSecurity/startpage.html

DEPARTMENT OF HOMELAND SECURITY (DHS)

CBP – Customs-Trade Partnership against Terrorism Security Criteria

http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/security_crite