Voluntary Certification Scheme for Incentivisation of Access and Benefit Sharing

(VCS-I-ABS)

Contents

Section 1

Introduction

Introduction

NBA is desirous of extending incentives to the entities that complied with ABS. The Voluntary Certification for Incentivisation of ABS is a step towards creating a Brand for the business entities, who have complied to the BDA and CBR requirements of utilizing biological resources and/or associated knowledge in the national and international market.

The concept is to lay emphasis on the non-monetary benefits that the NBA seeks to incentivise by undertaking a third party assessments that encourages the approved entities to contribute not only towards enhancing the bio-resource sustainability but also encouraging the contribution of entities in enriching the economic growth of the local communities and of the society at large. This scheme centres around recognising the non-economic benefit sharing by the entities with the communities. This Scheme will allow the Indian entities to gain a marketing edge over other competing countries in the global markets that are sensitive to bio-resource conservation and community upliftment by the entities.

1. Scope

1.1 The scope of the voluntary certification scheme for incentivisation of ABS (VCS-I-ABS) embraces Bio-Resources and/or associated knowledge based businesses that have been authorised by the NBA and its constituent bodies for access of genetic and biological resources.

1.2 The biological resource is one of the essential components that is critical for the existence of businesses and secure their future through sustainability. The current initiative is attempted to be inclusive involving the four key pillars in the discourse namely, communities, bio-resource management institutions, businesses and consumers.

1.3 The Scheme mandate is a step ahead after meeting the legal requirements pertaining to the provisions of the Access and Benefit Sharing (ABS) while keeping the key principle of bio resources sustainability intact.

2. Objective

2.1. To recognise the non-monetary benefit extended by the approved entities into an incentive Scheme.

2.2 To create a differentiator for entities that are certified as per the Scheme that will assist them in gaining market leadership and get access to newer markets.

2.3 To come up with a mechanism so that the consumer is provided with a choice to purchase commodities from entities that have assisted the communities from where they have procured bio-resources.

2.4` To make India a hub of ABS compliant entities by certification of businesses to grant them ABS logo.

3. Background

3.1 Since the dawn of civilization several thousands of years ago, humans have used their intellect to examine and understand the usage of Biological/genetic Resources available in their environment. The knowledge acquired through the use of the Biological/genetic Resources was nurtured carefully, as it was vital for survival.

3.2 The growing understanding and knowledge was passed on from generation to generation, and thus began the evolution of Traditional Knowledge. It evolved further by experimentation, and the processing of Biological Resources by traditional communities continuous to create and expand the vast Traditional Knowledge.

3.3 Traditional Knowledge includes knowledge related to genetic resources, traditional medicine, agricultural practice, and traditional cultural expression and folklore.

3.4 Biological Resources provide food crops, cash crops, clothes, medicines, toiletries and cosmetics, beverages, paper, and many other products.

3.5 In view of the above these biological resources and associated traditional knowledge have an immense potential to be translated into economically profitable commodities in the local and global markets.

3.6 Leveraging modern science in harnessing the biological/genetic resources and associated Traditional Knowledge, may offer economic benefits[1] which can further enhance the livelihoods of the local community groups.

4. The Need

4.1 The **Convention on Biological Diversity (CBD)** is the first international agreement aiming at the conservation, sustainable use of its components and fair and equitable sharing of benefits derived from the use of Biological resources.

4.2 First and second objectives of CBD are connected to regulated access to the genetic resources, by the way of which conservation and sustainable use can be ascertained. Third objective of CBD is dedicated to the fair and equitable benefit sharing after utilization of genetic resources.

4.3 It recognizes the sovereignty of States over their natural resources and provides that access to these resources shall be subject to the **Prior Informed Consent (PIC)** of the Contracting Party providing such resources.

4.4 It also provides that access shall be based on **Mutually Agreed Terms (MAT)** in order to ensure the sharing of benefits arising from the commercial or other utilization of these genetic resources with the Contracting Party providing such resources.

1 Gargi Chakrabarti and Anand Kr. Singh, Interface of IPR with genetic resources and associated traditional knowledge: International provisions, The NUALS Intellectual Property Law Review, Vol II, 2019-2020, pp. 35-60,

4.5 CBD introduced the concept of ABS Mechanism and the Nagoya Protocol provided the structure of the ABS system. The process of PIC or approval should include involvement of indigenous and local communities;[2] benefits may include monetary and non-monetary benefits, and the competent national authority shall be held responsible for implementing the procedure of obtaining PIC and establishing MAT including benefit sharing clauses.[3]

4.6 There is a need to move beyond the compliance since this will reiterate the significance of conservation of resources as well as emphasized on the well-being of community who are the real custodians of biological resources.

4.7 The current initiative could evolve in a manner that brings back businesses that may have moved out of the current ABS net. The focus is to incentivize the individuals, communities and institutions that are under the ambit of ABS.

5. The Solution

5.1 India is a mega-biodiverse country. Based on contemporary understanding, sustainable use of the components of biological diversity is the most viable mean to reach the goal of effective conservation of biodiversity.

5.2 Following the CBD, the **Biological Diversity Act 2002 (BDA)** has been enacted in India.

5.3 In compliance with the CBD, the aim of the BDA is the conservation of India's rich biological diversity, the sustainable use of its components and the fair and equitable sharing of benefits.

5.4 In pursuance of the Nagoya Protocol, India enacted the **Guideline on Access to Biological Resources and Associated Knowledge & Benefit Sharing Regulation** in 2014 (hereinafter, **Guidelines 2014**). As per the BDA, following five categories that are eligible for seeking ABS approval:

i. Research or bio-survey and bio-utilization for research (hereinafter, research)
ii. Commercial utilization or bio-survey and bio-utilization for commercial utilization (hereinafter, commercial utilization)
iii. Transfer of result of research (hereinafter, transfer of result)
iv. Obtaining intellectual property rights, (hereinafter, IPR)
v. Transfer of accessed Biological Resources and/or associated knowledge to third party for research/ commercial utilization (hereinafter, transfer of material)

5.5 The National Biodiversity Authority, in consultation with Quality Council of India (QCI), has desired to come up with a framework for incentivisation of businesses that have been approved NBA for accessing genetic and biological resources to enhance the update of BDA and BDR.

5.6 QCI, in collaboration with United Nations Development Programme (UNDP) and NBA, has signed an agreement to design a Voluntary Certification Scheme on Access and Benefit Sharing (VCS-ABS) in India under the 'Strengthening Natural Resource Management/Biodiversity Finance Initiative (BIOFIN) Project' of UNDP

2 Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity art.6,7, Oct. 29, 2010, 1760 U.N.T.S 79 [hereinafter, Nagoya Protocol].

3 Art 13 of Nagoya Protocol

5.7 The formulation of the scheme will be as per the international best practices through a multi stakeholder consultations.

5.8 The objective of the certification is to indicate the principle, criteria and verifiers that would lead to the granting of ABS logo.

5.9 An incentivisation plan would be applicable to the entities eligible for ABS certification mark.

6. Modalities

The level of compliance for the non-monetary benefits will make the businesses eligible for ABS logo which is elaborated in Section 6 - 'Rules for Use of Certification Mark'.

7. Scheme Documents

7.1 QCI will design the VCS-ABS comprising of the following Sections:

Section 1 – Introduction
Section 2 – Governing Structure
Section 3 – Certification Criteria
Section 4 – Certification Process
Section 5 – Requirements for Certification Bodies
Section 6 – Rules for Use of Certification Mark

8. Definitions

8.1 **"Benefit claimers"** means the conservers of biological resources, their byproducts, creators and holders of knowledge and information relating to the use of such biological resources, innovations and practices associated with such use and application;

8.2 **"Biological diversity"** means the variability among living organisms from all sources and the ecological complexes of which they are part and includes diversity within species or between species and of ecosystems;

8.3 **"Biological resources"** means plants, animals and micro-organisms or parts thereof, their genetic material and by-products (excluding value added products) with actual or potential use or value, but does not include human genetic material;

8.4 **"Bio-survey and Bio-utilization"** means survey or collection of species, subspecies, genes, components and extracts of biological resource for any purpose and includes characterisation, inventorisation and bioassay;

8.5 **"Biodiversity Management Committee"** Every local body shall constitute a Biodiversity Management Committee (BMC) within its area for the purpose of promoting conservation, sustainable use and documentation of biological diversity including preservation of habitats, conservation of land races, folk varieties and cultivars, domesticated stocks and breeds of animals and microorganisms and chronicling of knowledge relating to biological diversity.

Explanation –

a. "cultivar" means a variety of plant that has originated and persisted under cultivation or was specifically bred for the purpose of cultivation;
b. "folk variety" means a cultivated variety of plant that was developed, grown and exchanged informally among farmers;
c. "landrace" means primitive cultivar that was grown by ancient farmers and their successors.

8.6 **"Chairperson"** means the Chairperson of the National Biodiversity Authority or, as the case may be, of the State Biodiversity Board;

8.7 **"Commercial utilization"** means end uses of biological resources for commercial utilization such as drugs, industrial enzymes, food flavours, fragrance, cosmetics, emulsifiers, oleoresins, colours, extracts and genes used for improving crops and livestock through genetic intervention, but does not include conventional breeding or traditional practices in use in any agriculture, horticulture, poultry, dairy farming, animal husbandry or bee keeping;

8.8 **"Fair and Equitable Benefit Sharing"** means sharing of benefits as determined by the National Biodiversity Authority under section 21, BDA;

8.9 **"Foreign entities"** as per section 3, BDA

a. a person who is not a citizen of India;
b. a citizen of India, who is a non-resident as defined in clause (30) of section 2 of the Income-tax Act, 1961;
c. a body corporate, association or organization-
d. Not incorporated or registered in India; or
e. Incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management.

8.10 **"Local bodies"** means Panchayats and Municipalities, by whatever name called, within the meaning of clause (1) of article 243B and clause (1) of article 243Q of the Constitution and in the absence of any Panchayats or Municipalities, institutions of self-government constituted under any other provision of the Constitution or any Central Act or State Act;

8.11 **"Member"** means a member of the National Biodiversity Authority or a State Biodiversity Board and includes the Chairperson;

8.12 **"National Biodiversity Authority"** means the National Biodiversity Authority established under section 8, BDA;

8.13 **"Research"** means study or systematic investigation of any biological resource or technological application, that uses biological systems, living organisms or derivatives thereof to make or modify products or processes for any use;

8.14 **"State Biodiversity Board"** means the State Biodiversity Board established under section 22, BDA;

8.15 **"Sustainable use"** means the use of components of biological diversity in such manner and at such rate that does not lead to the long-term decline of the biological diversity thereby maintaining its potential to meet the needs and aspirations of present and future generations;

8.16 **"Value added products"** means products which may contain portions or extracts of plants and animals in unrecognizable and physically inseparable form.

9. Clarification of certain relevant points (Applicable for Annex 1 and 2)

9.1 **Exclusion from Approval under BDA:** The following activities or persons shall not require approval of the NBA or SBB

9.2 Collaborative research projects, involving the transfer or exchange of biological resources or related information outside India, if such collaborative research projects have been approved by the concerned Ministry or Department of the State or Central Government and conform to the policy guidelines issued by the Central Government for such collaborative research projects;

9.3 Local people and communities of the area, including growers and cultivators of biological resources, and vaids and hakims, practicing indigenous medicines, except for obtaining intellectual property rights;

9.4 Accessing biological resources for conventional breeding or traditional practices in use in any agriculture, horticulture, poultry, dairy farming, animal husbandry or beekeeping, in India.

9.5 Publication of research papers or dissemination of knowledge, in any seminar or workshop, if such publication is in conformity with the guidelines issued by the Central Government from time to time;

9.6 Accessing value added products, which are products containing portions or extracts of plants and animals in unrecognizable and physically inseparable form;

9.7 Human genetic material;

9.8 Biological resources, normally traded as commodities notified by the Central Government under section 40 of the BDA.

10. While processing the application for access to any biological resource (including plants and/ or animals and/or their parts or genetic material or derivatives), the NBA may consider the following factors (as per Guideline 2014), namely

10.1 cultivated or domesticated or wild;

10.2 rare or endemic or endangered or threatened species;

10.3 accessed directly through the primary collectors living in natural habitat or obtained through intermediaries like traders;

10.4 developed or maintained under ex-situ conditions;

10.5 of high value/ importance to livelihoods of local communities;

10.6 restricted under the Act or any other law for time being in force;

10.7 exempted under section 40 of the Act;

10.8 included in crops listed under Annex I to the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA), India is a contracting party; Included in the Appendices of the Convention on International Trade on Endangered Species (CITES).

11. Restriction on activities related to access to biological resources (as per BDR)

11.1 the request for access for any endangered taxa;

11.2 the request for access for any endemic and rare species;

11.3 the request for access which may likely to result in adverse effect on the livelihoods of the local people;

11.4 the request to access which may result in adverse environmental impact which may be difficult to control and mitigate;

11.5 the request for access which may cause biological/genetic erosion or affecting the ecosystem function;

11.6 use of resources for purposes contrary to national interest and other related international agreements entered into by India.

12. Acronyms

12.1	ABS	Access and Benefit Sharing
12.2	BD	Biological Diversity
12.3	BDA	Biological Diversity Act 2002
12.4	BDR	Biological Diversity Rules 2004
12.5	BR	Bio-resources / Biological resources
12.6	BMC	Biodiversity Management Committee
12.7	CBD	Convention on Biological Diversity
12.8	CC	Certification criteria
12.9	IPR	Intellectual Property Rights
12.10	MAT	Mutually Agreed Terms
12.11	MTA	Material Transfer Agreement
12.12	NBA	National Biodiversity Authority
12.13	PBR	People's Biodiversity Registers
12.14	PIC	Prior Informed Consent/Consultation
12.15	QCI	Quality Council of India
12.16	SBB	State Biodiversity Board
12.17	SC	Steering Committee
12.18	TSG	Technical Support Group
12.19	TC	Technical Committee
12.20	TK	Traditional Knowledge
12.21	UNDP	United Nations Development Programme
12.22	VCS-I-ABS	Voluntary Certification Scheme for Incentivisation of Access and Benefit Sharing

Section 2

Governing Structure

Governing Structure

1. Scope

This document explains the governing structure of the Voluntary Certification Scheme for Incentivisation of ABS (also referred to as 'the Scheme') and the roles and responsibilities of various organizations and committees involved in operating the Scheme.

2. Objective

The objective of this document is to clearly define the roles of various organizations / committees involved in the operation of the Scheme for the limited purpose of incentivisation of entities that have been approved for access to biological resources.

3. Governing Structure

3.1 The governing structure of Certification Scheme shall have a Multi-Stakeholder Steering Committee (MSC) at the apex level supported by a Technical and a Certification Committee, each with its secretariat in the Quality Council of India (referred to as QCI hereinafter).

3.2 The governing structure is depicted schematically in Fig 1.

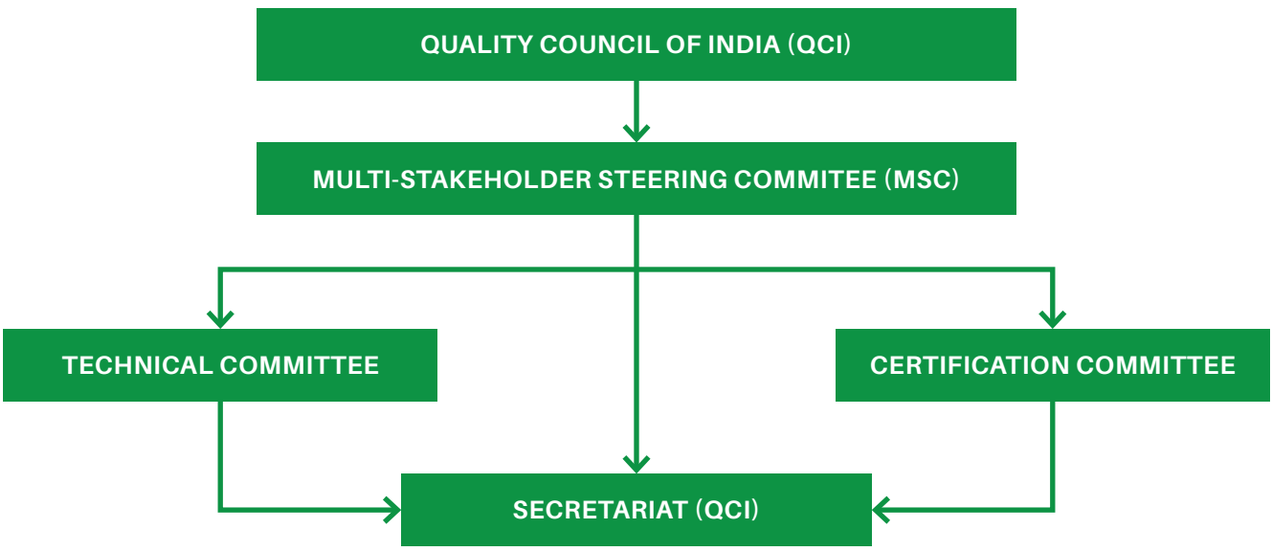

Figure 1

4. Appointment of Committees – General Rules

In the appointment of various committees, the following general principles shall be kept in mind:

a. Representation of a balance of interests such that no single interest predominates;
b. Key interests to include Ministries, Government Departments, National Biodiversity Authority, State Biodiversity Board, Biodiversity Management Committee, representatives of users of Biological Resources, representatives of user associations, Certification bodies, Accreditation bodies, representatives of regulatory bodies or other governmental agencies, Academic / Research bodies and representatives of medicinal plant sector and consumer organizations, etc. working in related areas;
c. Offer of membership to individual experts shall be made with great caution and only when a suitable person is not forthcoming as a representative of an organization;
d. Except when a member is appointed in his personal capacity, a person vacates his membership on leaving his organization and a fresh nomination is sought from the member organization;
e. The member organizations shall nominate a principal and an alternate representative on the committee(s);
f. All committees shall be reconstituted every two years to provide representation to organizations like industry associations, Certification bodies etc. by rotation, where necessary.

5. Multi-Stakeholder Steering Committee (MSC)

5.1 Membership

The MSC shall comprise of the following:

a. Chairperson – Seasoned professional considered to be well respected by Government and industry alike;
b. International Organisations – United Nations Development Program, United Nations Conference on Trade and Development, Bio trade, etc.
c. Nominees from the concerned Ministries - one representative each from the Ministry of Tribal Affairs, National Medicinal Plant Board, GoI etc.;
d. Regulatory Bodies – one representative from National Biodiversity Authority, State Biodiversity Board;
e. Government Institutions – one representative each from National Medicinal Plant Board; CSIR – TKDL etc.;
f. Academic Institutions – FRLHT, T.N. Dr. Ambedkar Law University etc., any two by rotation;
g. Any other Technical expert(s) as invitees for specific meetings, as identified by the Secretariat;
h. Secretariat – Quality Council of India.

5.1.1 MSC may co-opt any other members as and when required.

5.2 Terms of Reference

The MSC is responsible for:

a. Overall development, modification and supervision of the Scheme;
b. Deciding on recommendations received from the Technical and Certification Committees,
c. Constituting additional committees as needed.

5.3 Meetings MSC

The MSC shall meet at least once every year.

6. Technical Committee (TC)

6.1 Membership

The Technical Committee shall comprise of the following;

a. Chairperson – A person of eminence;
b. Regulatory Body(ies) – one representative from National Biodiversity Authority, State Biodiversity Board, Biodiversity Management Committee Government Institution etc.;
c. Government Institutions - National Medicinal Plant Board, MoA.
d. Industry Association – AMMOI (Ayurvedic Medicine Manufacturer's Organisation of India), AHNMI (Association of Herbal and Nutraceutical Manufacturers of India), Ayurvedic Drug Manufacturers Association (ADMA) etc. by rotation;
e. Organisation dealing with ABS – Chhattisgarh MFP Federation, GMCL and Vinayak Herbal; by rotation;
f. Accreditation Bodies – one representative from NABCB;
g. Secretariat – Quality Council of India.

6.1.1 TC may co-opt additional members if deemed important.

6.2 Terms of Reference

The Technical Committee is responsible for:

a. Defining the certification criteria and resolving any related issues;
b. Assisting the Certification Committee in finalizing any quality related issue for controlling the processes and manufacturing of ABS.

6.3 Meetings TC

The TC shall meet at least once every year. At the outset, it may require several meetings until the Scheme routine is established.

7. Certification Committee (CC)

7.1 Membership

The Certification Committee shall comprise of the following:

a. Chairperson; A person of eminence
b. Regulatory Body – National Biodiversity Authority, State Biodiversity Board – one by rotation etc.;
c. Government Institutions – National Medicinal Plant Board etc.;
d. Academic Institutions or knowledge Body – e.g. Gujarat National Law University (GNLU), etc., any two by rotation;
e. Industry (Manufacturer) association – FICCI;
f. Accreditation Boards – one representative from NABCB;
g. Conformity Assessment Body Association – Certification bodies active in field of Natural Resource Management (NRM). Two members on rotation per year;
h. NGO – In field of NRM/ABS (by rotation);
i. Secretariat – Quality Council of India.

7.1.1 CC may co-opt more members.

7.2 Terms of Reference

The Certification Committee is responsible for:

a. Developing, maintaining and revising the certification scheme as appropriate;
b. Developing a guidance document to assist manufacturers in their application for Certification for ABS;
c. Developing, maintaining and revising as appropriate the requirements for Certification bodies for the operation of the Certification for ABS;
d. Developing, maintaining and revising as appropriate the generic Quality Assurance Protocol for controlling the processes and realisation of ABS;
e. Developing, maintaining and revising as appropriate the process for permitting certified projects for use of Certification mark, if any;
f. Any other issue relating to certification.

7.3 Meetings

The Certification Committee shall meet at least once every year. Initially, the meetings could be more until the Scheme stabilises.

8. Roles of Organisations

This section aims to identify and acknowledge the roles and responsibilities of each of the organisations. The initial section shall establish the role and responsibility of organisations as per The Biological Diversity Act (BDA), 2002, i.e., India's legal instrument/intervention to implement the objectives put forth in the United Nation's Convention on Biological Diversity (CBD) 1992.

The later part of the section will subsequently mention the roles and responsibilities of bodies that are important for the operation and maintenance of the VCS-ABS Incentivisation Scheme.

8.1 Roles of Organisations as per the Biological Diversity Act, 2002

8.1.1 National Biodiversity Authority (NBA): The National Biodiversity Authority was established by the Central Government in 2003 to implement India's Biological Diversity Act (2002). NBA shall be the principal authority for the Certification Scheme for ABS as in BDA (2002) itself NBA's function is constituted as the apex regulatory body in the NRM sector in India. The progress of the scheme and its activities shall be monitored under the oversight of NBA. The nature of intervention of the NBA shall be of formal in nature and binding upon QCI.

The role of the NBA would be to use their good offices to enable incentivisation of the entities that complied with ABS.

8.1.2 The Quality Council of India (QCI) shall be the Scheme Owner and own the Certification Mark(s). It shall establish the MSC and shall be responsible for the overall management of the Scheme. The Quality Council of India (QCI) shall provide the Secretariat to the Scheme and the MSC. It shall set up the Technical and Certification Committees and provide secretariat to them. It shall also manage the Scheme on behalf of NBA.

QCI as a Scheme owner, shall through a legally enforceable agreement with NBA (its associated offices) and to the various SBBs and its offices extend all the required support so that the process of certification of applicants for making them eligible for incentivisation is done in a time bound and collaborative manner.

QCI will also get into a legally enforceable agreement with the provisionally approved CB ensure that the CB shall offer Scheme Owner/ QCI as provisional approver such reasonable access and co-operation as necessary to enable QCI assessment team which includes assessors, technical experts, observers and regulator to assess conformity with the Agreement

and the relevant standard(s). The approved CB shall also use reasonable endeavours to provide access to Scheme Owner/ QCI assessors, experts, observers and regulators to its customers' premises to conduct evaluation activities.

8.1.3 The **National Accreditation Board for Certification Bodies (NABCB)** a constituent Board of the QCI shall be responsible for accrediting certification bodies and inspection bodies desirous of participating in the Scheme to appropriate international standards. NABCB shall through a legally enforceable accredited agreement with the accredited CB ensure that the CB shall offer NABCB and its representatives including assessors, experts, observers, regulator appointed in the assessment teams such reasonable access and co-operation as necessary to enable NABCB assessment team to monitor conformity with the Agreement and the relevant standard(s). The accredited CB shall also use reasonable endeavours to provide access to NABCB assessors, experts and observers to its customers' premises to conduct assessment activities.

8.1.4 The applicant for the ABS is responsible for understanding the Scheme in toto and needs to submit all the documentation as per the Section 3 – Certification Criteria. It is his responsibility to engage with NBA, SBB and BMC as per the requirements of the Scheme. QCI and its approved CBs are only required to register compliance and raise non-conformance where the documentation is not meeting the requirements of the Scheme while assessing the approved entities for extending the incentives in the Scheme.

8.2 The arrangements for the operation of the Certification for ABS is outlined in Fig 2:

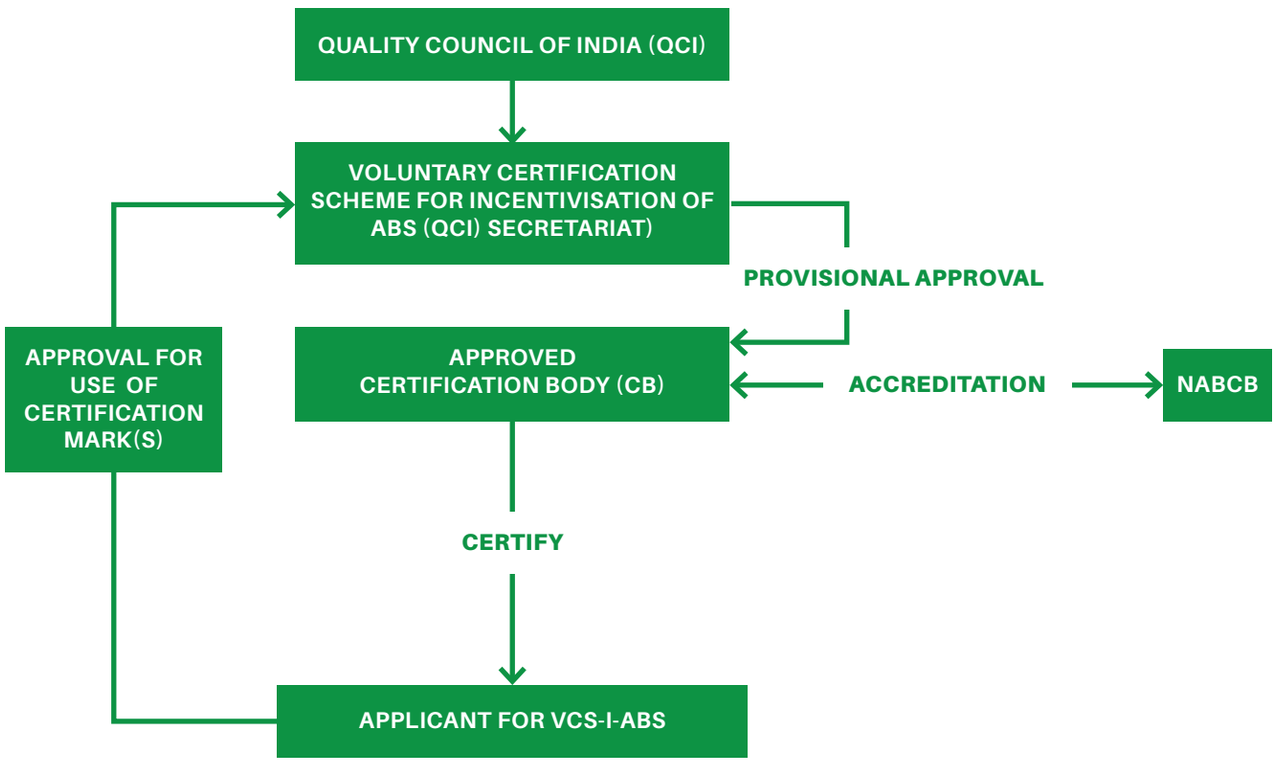

Figure 2

9. Complaints

9.1 The entire system has provisions for accepting complaints from any stakeholder against any component of the Scheme – the manufacturing units certified under the Scheme, the Certification bodies approved under the Scheme, the laboratories utilized under the Scheme, and the accreditation bodies, NABCB/NABL, are all required to have a complaints system in place as per standards applicable to them. Anyone having a complaint is encouraged to utilise the available mechanisms.

9.2 Any complaint received directly by the NBA shall be referred to QCI, who in turn will make a reference to the appropriate body against which the complaint is made, and monitor it until it is decided upon.

9.3 Any complaint received by QCI shall be similarly handled.

9.4 A statement on complaints received and their status shall be reported to the directly subsequent MSC meeting.

10. Appeals

10.1 There are provisions for entertaining appeals from the manufacturing units certified/desirous of certification under the Scheme, the Certification Bodies approved under the Scheme, and the laboratories utilized under the Scheme, which shall invariably be utilized.

10.2 In case anyone aggrieved by the decision of the TC/CC appeals, it shall be handled by the MSC.

10.3 In case anyone aggrieved by the decision of MSC appeals, the Chairperson, MSC shall appoint an independent appeals panel to look into the appeal and recommend action to him/her.

10.4 In handling appeals, the broad principle that the appeal is handled independently of the personnel involved in the decision appealed against shall be maintained.

10.5 A statement of appeals received by the NBA to be forwarded to QCI that shall process the same and may wish to place it before the MSC in each meeting.

Section 3

Certification Criteria

Certification Criteria

1. Scope

1.1 This Certification Criteria is applicable to entities involved with Bio-Resources and/or associated traditional knowledge-based businesses that have been authorised by the NBA and its constituent bodies for access of biological resources.

1.2 Only the entities that have been authorised by the NBA are eligible and are hereby referred to as applicants. The entities that are not authorised by NBA and its constituent bodies are currently excluded from this VCS-I-ABS Scheme.

1.3 The document can be used for benchmarking to cater to domestic requirements or harmonized with similar international standards for meeting export commitments.

2. Objectives

2.1 The fundamental objective of laying down these criteria is to strengthen the adoption and uptake of the ABS requirement in the country.

2.2 The challenges currently being faced by the ABS compliant entities is a lack of voluntary mechanism for users of ABS. This scheme is expected to provide a fillip to the ABS users by granting them a certification of compliance that will help them attain distinction entailing them either in accessing new markets or earning a premium for their contribution in serving the communities.

2.3 This certification criteria provide the minimum requirements for compliance to be met by the applicant to ensure bio- resource sustainability, traceability, and other social and business requirements for the certification of ABS compliance.

2.4 The Certification Criteria (CC) cover the eight main principles, and through 45 clauses, which are to be complied with by the entities and verified by the certification body.

2.5 The CC will assist the certification bodies to assign 1, 2 and 3 stars, based on the level of compliance to the indicators provided by the ABS.

3. Normative References

3.1 The referenced documents (refer Annex 1) are indispensable for the application of this document that the applicant needs to follow in letter and spirit.

3.2 For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.

3.3 Nagoya Protocol on Access and Benefit Sharing signed on 29 October 2010 is a supplementary agreement to the 1992 Convention on Biological Diversity.

3.4 Biological Diversity Act 2002 (BDA)

3.5 The National Green Tribunal Act, 2010 – Insertion of new section 52 A in BDA (18 of 2003)

3.6 Biological Diversity Rules, 2004 (BDR)

3.7 Guideline on Access to Biological Resources and Associated Knowledge & Benefit Sharing Regulation in 2014 (hereinafter, Guidelines 2014).

3.8 Plantation Act, 1950

3.9 Factories Act, 1948

3.10 Labour Code, 2020

4. Certification System

4.1 The certification is a two-step process; an initial approval process of the entity by NBA, which is mandatory and the next step is the voluntary intervention with respect to the community benefit by participating in a voluntary scheme of Incentivisation of Access and Benefit Sharing.

4.2 Approval process

Prior to applying for the incentivisation scheme the entities will have to be approved by NBA and the different types of forms to be used and their applicability are given below. The approval process has been detailed as a check-list in Annexure 1. (Table 1 - Approval Process; will be handled by the NBA and constituent bodies)

a. **Form – I:** Application Form for Access to Biological Resources and associated Traditional Knowledge (Foreign Entity seeking approval from the NBA for Research or for Commercial Utilization or for Bio-Survey and for Bio-Utilization).
b. **Form – II:** Application for seeking prior approval of NBA for transferring results of research to Foreign Nationals, Companies, NRIs for Commercial purposes.
c. **Form – III:** Application for seeking prior approval of NBA for applying for Intellectual Property Right.
d. **Form – IV:** Application for seeking approval of NBA for third party transfer of the accessed Biological Resources and associated Traditional Knowledge.
e. **Form – A:** Any citizen of India or a body corporate, association or organization which is registered in India shall apply to the respective SBB for giving prior intimation before obtaining any biological resource for commercial utilization or bio survey and bio utilization for commercial utilization shall use any form as may be prescribed by the respective SBB, as the case may be, along with Form 'A'.
f. **Form – B:** Application for conducting of non-commercial research or research for emergency purposes outside India by Indian Researchers/Government Institution using the biological resources

4.3 Voluntary Certification Scheme for Incentivisation of Access and Benefit Sharing

The Certification Criteria indicates requirements with respect to the indicators to be internalised by the entity which are given below. The scheme needs to be read along with the Certification Process for VCS-I-ABS (Section 4).

VCS-I-ABS Principles and Criteria (Clauses)

Principle 1. BD. Bio-Resource Sustainability

Access of bio-resources shall be done in a manner which will ensure the conservation and sustainability of the ecosystem involved. (This principle is covering SDG #10, #15, & #16)

BD 1.1	**Management Policy** There is a mission, vision and sustainability policy in place. The management plan of the accessing business entities shall have the details of species accessed as raw material, including its conservation, extraction and augmentation plan and shall have provisions of Management Review to address sustainability/conservation issues. There is a target based activity plan for resource improvement.
BD 1.2	**Collection Area Management** To minimise soil erosion, business entities need to fund to build contour bunds and plantation; and appropriate technical measures can be taken for reclamation of eroded sites, soil reclamation and profile maintenance. Provision of review of records for area reclaimed with evidence.
BD 1.3	**Access to bio-resources from various production systems** Business entities shall declare about the species sourced from wild or from cultivation or from mixed production system.
BD 1.4	**Sustainable Harvest (Collection /Cultivation) Practices** Business entities shall maintain the frequency and intensity of collection of species in a sustainable manner. This will be ensured to see that the extraction does not exceed the production potential of the species and site.
BD 1.5	**Engagement with community for bio-resource augmentation** Business entities can engage with the community by monetary assistance for augmenting bio-resource and also shall provide non-monetary measures, such as practicing site rotation for regeneration of bio-resource. This aims towards the progressive improvement in quality of raw material. The same will be done through visual assessment of the area and physical assessment of the product.
BD 1.6	**Utilisation percentage of the biological resources** Business entities shall keep the documents of utilisation percentage of the biological resources by recording the conversion ratio of the raw material to finished commodity. This shall be based on the industry best practices.
BD 1.7	**Minimum support price** At the time of the collection, the business entities shall maintain the price list for collected bio resources and the Agreement/Contract with collectors under the oversight of BMCs (where available).
BD 1.8	**Aquatic Resources** If the business entities access the aquatic resources, the calculation of the demand and requisition of aquatic bio-resources shall be recorded.

BD 1.9	**Microbes** The extraction of microbes by the business entities shall be done in a sustainable manner, which shall not be affecting the ecosystem density.

2. TR. Traceability

Access of bio-resources shall be done in a manner which shall ensure identification and tracking of the bio-resources used and also all stakeholders including consumers shall be aware of all information about it. (This principle is covering SDG #12 & #16)

TR 2.1	**Identification of biological resources** The species accessed by the business entities shall be accurately identified with the scientific name and author citation.
TR 2.2	**Mapping of source of produce/procurement** Business entities shall clearly demarcate the collection areas by mapping and citing the area/location of collection. There shall be a proof of authorisation/ approval by the custodian/ or the supplier/aggregator/trader is in place.
TR 2.3	**Documentation of details of supply chain** The supply chain from source to retail/use shall be documented and approved by the management of business entities per season.
TR 2.4	**Retail/Use labelling** With reference to ABS compliance, the QR code shall be used on the retail product to convey the detailed information to the consumer. The ABS logo and tagline to be verified and QR code content to be reviewed.
TR 2.5	**Chain of Custody (CoC)** Business entities shall establish the Chain of Custody by keeping the transparent system of records like Invoice/Transit Permits or similar of all produce and for all transfers amongst all legal/business entities.

3. TK. Traditional Knowledge

Recording the traditional knowledge utilised by the business entities can help to combat the bio-piracy and can create more awareness among the community. (This principle is covering SDG #15 & #16)

TK 3.1	**Establishing the source of Traditional Knowledge** Source of TK, which can be oral (Non- codified) or from classical text (Codified), shall be recorded by the business entities.
TK 3.2	**Capacity building for conservation of TK** Business entities can provide the training/capacity building through issuing ICT tools to the community. Then community can engage themselves to update ePBR.
TK 3.3	**Encouraging the relevant people to be involved in TK documentation** Business entities shall assist the communities to document the TK to combat with the bio piracy, this shall be done with the help of respective SBB. This initiative shall engage the younger generation of the community and shall create awareness of TK. The evidence for the same may be submitted.

TK 3.4	**Innovation through validation/verification of TK** R&D activities based on the TK can be undertaken by the business entities and can reach the stage of patent filing or reporting to the competent organisation (National Innovation Foundation).
4. COM. Community Development Community development is aimed to provide better livelihood options in their natural habitat and will ensure the enhancement of overall living standards. (This principle is covering SDG #6, #8, #10 & #15)	
COM 4.1	**Strengthening livelihoods of the community** Business entities shall engage in development of infrastructure to assist livelihood activities of the community. They can also provide crèche and other child welfare facilities for the community.
COM 4.2	**Activities undertaken towards skill development** Business entities shall undertake the skill development activities by using the approved modules and also provide regular upgradation sessions to enhance the skill of community. The skill may be focussed on TK or could be generic in nature.
COM 4.3	**Safe working conditions** To create safe working environment, business entities need to provide protective gears; and shall providing on-site first aid kits.
COM 4.4	**Working conditions (Hours, Leave, Overtime – applicable only to field workers)** Business entities shall confirm with the following: 8 hour work shift with additional time for tea/lunch breaks; 1 day off in a week; Overtime - Over 9 working hours in a day (subject to 6 working days) and anything over 54 hours in a week (Reference: Plantations Labour Act 1951). *The criteria is merely for reference, the business should have a copy of current legal requirement and show compliance accordingly.
COM 4.5	**Availability of sanitation and hygiene facilities** Business entities need to contribute towards creation of mobile and/or permanent toilets for better sanitation and hygiene facilities. They shall also provide safe drinking water facility (all genders).
5. GI. Gender Inclusion This principle aims towards mainstreaming the women by participation and decision making; to support that there is a need to develop their skill and recognise their contribution. This can be achieved by avoiding gender discrimination provide and providing a safe working environment for the women. (This principle is covering SDG #5, #8 & #16)	
GI 5.1	**Participation of women** Business entities shall not do gender based discrimination in work allocation and can encourage women in decision making activities.

GI 5.2	**Orientation on gender mainstreaming and gender inclusion** Gender mainstreaming and gender inclusion shall be done by business entities by providing at least one annual training.
GI 5.3	**Documenting contribution of women** Business entities shall incorporate the gender inclusion in the vision and mission statement and can document women contribution by citing in Annual Reports or General Body Meetings or Management Meetings.
GI 5.4	**Inclusion of Prevention of Sexual Harassment (POSH) policy** Formation of POSH committee and awareness about the committee among the workforce shall be done by the business entities.
GI 5.5	**Recognition of women contribution** Business entities shall Incentivise women contribution either by cash reward or any other means.

6. RB. Responsible Business

Business entities need to take certain measures very seriously to run their responsible business practice by having GRM, adhering to child labour issues, and contributing towards a green environment. (This principle is covering SDG #5, #8 & #12)

RB 6.1	**Grievance Redressal Mechanism** Business entities shall undertake the Policy on GRM and shall create Committee and follow the proper procedure to address the grievances.
RB 6.2	**Reduction of chemical inputs in a phased manner (where applicable)** Business entities shall have the policy for reduction of chemicals in their entire operations.
RB 6.3	**Child labour shall not be engaged in or exploited** Business entities shall ensure the following: Children below age of 14 years shall not be engaged in any work and young workers (14-18 years of age) shall not be engaged in hazardous work and shall always be under adult supervision.

7. VCS. Compliance to any Voluntary Certification

This principle is going to recognise the compliance to any other voluntary certification. (This principle is covering SDG #16)

VCS 7.1	**Voluntary Certification compliances** The business entities can produce the certificates, if they have the certification from any other voluntary certification bodies.

4.4 Compliance Requirements

4.4.1 These principles dovetail into criteria, indicators and verifiers. The criteria are marked as **Critical, Major** and **Minor** indicating the degree of impact on the identified intervention and should be complied with or should give adequate assurance of their action. These has been detailed compliance criteria wise for the entities intending to go in for VCS-I-ABS. The Annex 2 Table 1 – Incentivisation Certification Criteria provides the Certification Bodies a format to conduct audit and report compliance.

4.4.2 This section describes the compliance criteria for different principles. These compliance criteria are based on international best practices followed by responsible businesses. The assessment shall be done to ensure that the criteria have been internalized by the businesses after reviewing the verifiers mentioned in the certification criteria.

4.4.3 To achieve the certification, the producer must demonstrate compliance level of the Indicators and Compliance Criteria to the levels as indicated below. The Certification Process is aimed at covering entities approved by the NBA.

4.4.4 The level of compliance shall be established based on the following score:
Critical – 100% Compliance of all applicable Critical indicators is compulsory
Major – 90% Compliance of all of applicable Major indicators is compulsory
Minor – 75%Compliance of all applicable Minor indicators is compulsory

4.4.5 The Timelines to close the issues observed are for critical criteria is 30 days, Major 3 months and Minor is 12 months.

5. Labelling requirements

5.1 One of the objectives of this Scheme is to provide information to the stakeholders - secondary or tertiary processors, aggregators, buyers and retailers about the status of the produce adhering to the Scheme requirements. This shall help them to maintain the integrity of the produce w the produce is being handled in the supply chain.

5.2 Besides all essential information like the details of entity and the area of operation and/or marketing organisation, batch number or lot number being mentioned in transaction documents such as invoices, bill of lading etc. they shall also bear the Certification Mark (VCS-I-ABS) against which the entity is certified.

5.3 The off-product material such as invoices, letterhead, promotional material shall be labelled with the Certification Mark as ABS compliant depending on the criteria to which the entity has been assessed. Any additional information that adds value and apprises buyers will be encouraged, provided it is not inaccurate or misleading.

5.4 Labelling requirements as per the relevant regulations of the country where it is produced and will be sold shall also be ensured.

Annex - A

Access and Benefit Sharing Certification Criteria

Requirements

Access and Benefit Sharing Certification Criteria - REQUIREMENTS

TABLE 01 REQUIREMENT AND EVALUATION CRITERIA - ABS Requirements for foreign entities for the purpose of commercial utilization

CONTROL POINTS AND COMPLIANCE CRITERIA

Cl. No.	Item	Level	Control Point	Compliance Criteria	
1. CONTROL POINTS AND COMPLIANCE CRITERIA - ABS Requirements for foreign entities for the purpose of commercial utilization					
CU.1	**APPLICATION TO BE SENT BY APPLICANT - Approval from NBA to foreign entities**				
CU.1.1	Application Form (Form I)	**Major**	Completeness of the Application Form	1. Full particulars of the applicant	
				(a) Name	
				(b) Permanent address	
				(c) Address of the contact person /agent, if any, in India	
				(d) Profile of the organization (personal profile in case the applicant is an individual).	
				(e) Nature of business	
				(f) Turnover of the organization in US $	
				2. Details and specific information about nature of access of biological material and associated knowledge	
				(a) Identification of biological resources with its scientific name and its traditional use	
				(b) Geographical location of proposed collection	
				(c) Description /nature of traditional knowledge (oral/ documented)	
				(d) Any identified individual /community holding the traditional knowledge	
				(e) Quantity of biological resources to be collected (give the schedule)	
				(f) Time span in which the biological resources is proposed to be collected	
				(g) Name and number of person authorized by the company for making the selection	
				(h) The purpose for which the access is requested including the type and extent of research, commercial use being derived and expected to be derived from it	

	Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
		Yes	No	N/A	
	Proof of Identification				
	Address proof of permanent Address				
	Address proof of contact person				
	Relevant documents regarding profile of the organization				
	Relevant documents regarding nature of business				
	Relevant documents regarding turnover of the organization				
	Written statement of the scientific name (taxonomy) and traditional use.				
	Details of the specific geographical location of collection.				
	Documents to prove the nature of traditional knowledge (in case of documented TK) or written statement of traditional knowledge (in case of orally preserved TK)				
	Statement from SBB, after consultation with BMC to prove individual / community holding the traditional knowledge.				
	Schedule of the specific quantity of biological resources to be collected.				
	Schedule of the specific time span of biological resources to be collected.				
	Letter of Authorization to prove the person authorized by the company for making the selection.				
	The written Statement of Purpose (SOP) from the company including the type and extent of research, commercial use being derived and expected to be derived from it.				

Cl. No.	Item	Level	Control Point	Compliance Criteria	
				(i) Whether any collection of the resource endangers any component of biological diversity and the risks which may arise from the access	
				3. Details of any national institution which will participate in the Research and Development activities.	
				4. Primary destination of accessed resource and identity of the location where the R&D will be carried out.	
				5. The economic and other benefits including those arriving out of any IPR (e.g. patent) obtained out of accessed biological resources and knowledge that are intended, or may accrue to the applicant or to the country that he/she belongs	
				6. The biotechnological, scientific, social or any other benefits obtained out of accessed biological resources and knowledge that are intended, or may accrue to the applicant or to the country that he / she belongs	
				7. Estimation of benefits, that would flow to India / communities arising out of the use of accessed bioresources and traditional knowledge	
				8.1 Proposed mechanism and arrangements for benefit sharing (BS) - If the BS is calculated upon the purchase price, the percentage was different for traders and for manufacturers	
				(a) For traders it was 1-3%	
				(b) For manufacturers it was 3-5%	
				8.2 Proposed mechanism and arrangements for benefit sharing (BS) - If the BS is calculated upon the ex-factory sale price, three slabs are differentiated according to annual turnover	
				(a) For annual turnover upto 1 crore à the BS is 0.1% of annual gross sale	
				(b) For annual turnover 1 - 3 crore à the BS is 0.2% of annual gross sale	
				(c) For annual turnover more than 3 crore à the BS is 0.5% of annual gross sale	
				9. Any other information considered relevant.	
				10.1 In case of biological resources having high economic value, the agreement may contain a clause to the effect that the benefit sharing shall include an upfront payment by applicant, of such amount, as agreed between the NBA and the applicant	
				10.2 In case of biological resources having high conservation and economic value or associated knowledge is accessed for commercial research, the NBA may impose upfront payment to the applicant	
CU.1.2	Application Fees	**Major**	Submission of application fees	11. Fee of ten thousand rupees in the form of a Cheque or Demand Draft drawn in favour of the Authority	

	Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
	No Objection Certificate (NOC) from SBB to ensure that the collection of the resource endangers any component of biological diversity and the risks which may arise from the access.				
	Documents as evidence of participation of national institution in research and development activities				
	The written statement mentioning destination of resource and location of R&D				
	The written statement mentioning economic and other benefits including those arriving out of any IPR				
	The written statement mentioning biotechnological, scientific, social or any other benefits obtained				
	The written statement mentioning the estimation of benefits, that would flow to India / communities arising out of the use of accessed bioresources and traditional knowledge				
	Document showing that the benefit sharing is calculated as 1-3% of the purchase price				
	Document showing that the benefit sharing is calculated as 3-5% of the purchase price				
	Document showing that the benefit sharing is calculated as 0.1% of annual gross sale for annual turnover upto 1 crore				
	Document showing that the benefit sharing is calculated as 0.2% of annual gross sale for annual turnover 1 - 3 crore				
	Document showing that the benefit sharing is calculated as 0.5% of annual gross sale for annual turnover more than 3 crore				
	Document as relevant				
	Document showing that the upfront payment by applicant is agreed because of accessing the biological resources having high economic value				
	Document showing that the upfront payment by applicant is agreed because of accessing the biological resources having high conservation and economic value or associated knowledge for commercial research				
	Copy of Cheque or Demand Draft				

Cl. No.	Item	Level	Control Point	Compliance Criteria	
CU.1.3	Consultation with BMC	**Major**	Consulation of NBA with SBB/ BMC	12. The Authority need to consult with the local bodies and benefit claimers and shall decide the defined parameters of access, the extent of use, the sustainability aspect, impact and expected outcome levels, including measures ensuring conservation and sustainable use of biological diversity	
CU 1.4	Criteria for benefit sharing	**Major**	NBA to ensure few criteria	13.1 The time frame for assessing benefit sharing on short, medium, and long term benefits	
				13.2 The benefits shall ensure conservation and sustainable use of biological diversity	
				13.3 Where biological resources or knowledge is accessed from a specific individual or a group of individuals or organizations, the NBA may take steps to ensure that the agreed amount is paid directly to them through the district administration. Where such individuals or group of individuals or organizations cannot be identified, the monetary benefits shall be deposited in the National Biodiversity Fund	
CU 1.5	Time period to finish the Application	**Major**	Time period to finish the Application by NBA	14. The Authority shall finish the application within a period of six months from the date of its receipts	
CU 1.6	Measures for conservation and protection	**Major**	NBA to ensure the measures for conservation and protection	15. NBA to ensure the conditions for access which will specifically provide the measures for conservation and protection of biological resources to which the access is being granted	
CU 1.7	Grant of approval	**Major**	Grant of approval of access by NBA	16. Grant of approval of access by NBA	
CU 1.8	Publication of prior approval & monitoring of compliance	**Major**	NBA to publicize the approval and monitor the compliance of conditions	16.1 The Authority shall take steps to widely publicize the approvals granted, through print or electronic media and shall periodically monitor compliance of conditions on which the approval was accorded.	
				16.1 The Authority shall periodically monitor compliance of conditions on which the approval was accorded.	
CU 1.9	Rejection of application	**Major**	Rejection of application by NBA	17. NBA may reject an application if it considers that the request cannot be acceded to. No application shall be rejected unless the applicant is given a reasonable opportunity of hearing.	
CU 1.10	Revocation of approval	**Major**	Revocation of approval by NBA	18. NBA may either on the basis of any complaint or suo moto withdraw the approval granted for access and revoke the written agreement	

	Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
	Documents showing the decision after consulation between NBA and respective SBB and BMC				
	Documents ensuring the time frame of BS				
	Documents ensuring that the BS will lead to conservation and sustainable use of biological diversity				
	Documents ensuring the payment of agreed amount of BS to the individual or organization or National Biodiversity Fund				
	To check the time period of disposing the application by NBA within a period of six months from the date of recipt of application				
	To check the written document with conditions for access with the the measures for conservation and protection of biological resources to which the access is being granted				
	To check the Written Statement by NBA as approval of access				
	Document of publication of the apporval granted				
	Written communication of rejection of approval. Also the documents ensuring that the applicant is given a reasonable opportunity of being heard.				
	Written communication of revocation of approval.				

Access and Benefit Sharing Certification Criteria - REQUIREMENTS

TABLE 02 REQUIREMENT AND EVALUATION CRITERIA - ABS Requirements for foreign or India entities for the purpose of transfer of result

CONTROL POINTS AND COMPLIANCE CRITERIA

Cl. No.	Item	Level	Control Point	Compliance Criteria		
2. CONTROL POINTS AND COMPLIANCE CRITERIA - ABS Requirements for foreign or Indian entities for the purpose of transfer of result						
TR.2	**APPLICATION TO BE SENT BY APPLICANT - Approval from NBA to foreign and Indian entities**					
TR.2.1	Application Form (Form II)	**Major**	Completeness of the Application Form	1. Full particulars of the applicant		
				(a) Name		
				(b) Address		
				(c) Professional profile		
				(d) Organizational affiliation		
				2. Details of the results of research conducted		
				3. Details of the Biological resources and / or associated knowledge used in the research.		
				4. Geographical location from where the biological resources used in the research are collected		
				5. Details of any traditional knowledge used in the research and any identified individual / community holding the traditional knowledge (oral/documented)		
				6. Details of institution where research and development activities carried out.		
				7. Details of the individual / organization (Foreign Entity) to whom the research results are intend to transfer		
				8. Details of economic, biotechnological, scientific or any other benefits that are intended, or may accrue to the individual / organization due to commercialization of transferred research results.		
				9. Details of economic, biotechnological, scientific or any other benefits that are intended, or may accrue to the applicant seeking approval for transfer of results of research.		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
			Yes	No	N/A	
		Proof of Identification				
		Address proof of permanent Address				
		Relevant documents regarding professional profile				
		Relevant documents regarding the organizational affiliation				
		Written statement of the results of research conducted				
		Written statement of the Biological resources and / or associated knowledge used in the research.				
		Details of the specific geographical location of collection.				
		Documents to prove the nature of traditional knowledge (in case of documented TK) or written statement of traditional knowledge (in case of orally preserved TK). Also the Statement from SBB, after consultation with BMC to prove individual /community holding the traditional knowledge.				
		Documents as evidence of participation of institution in research and development activities.				
		Documents to substantiate the details of the individual / organization (Foreign Entity) to whom the research results are intend to transfer.				
		The written statement mentioning the estimation of economic, biotechnological, scientific or any other benefits that are expected individual / organization due to commercialization of transferred research results.				
		The written statement mentioning the estimation of economic, biotechnological, scientific or any other benefits that are expected by the applicant seeking approval for transfer of results of research.				

Cl. No.	Item	Level	Control Point	Compliance Criteria		
				10. Details of any agreement or MOU between the applicant (transferer of the result) and proposed third party transferee		
				11. Proposed arrangements for benefit sharing (BS) - In case of transfer of research result the agreeable monetary BS was 3-5% of the monetary consideration, in case of monetary benefit received		
				11.1 In case of biological resources having high economic value, the agreement may contain a clause to the effect that the benefit sharing shall include an upfront payment by applicant, of such amount, as agreed between the NBA and the applicant		
TR.2.2	Application Fees	**Major**	Submission of application fees	12. Fee of five thousand rupees in the form of a Cheque or Demand Draft drawn in favour of the Authority		
TR.2.3	Consultation with BMC	**Major**	Consulation of NBA with SBB/ BMC	13. The Authority need to consult with the local bodies and benefit claimers and shall decide the defined parameters of access, the extent of use, the sustainability aspect, impact and expected outcome levels, including measures ensuring conservation and sustainable use of biological diversity		
TR.2.4	Time period to finish the Application	**Major**	Time period to finish the Application by NBA	14. The Authority shall finish of the application within a period of three months from the date of its receipts		
TR.2.5	Grant of approval	**Major**	Grant of approval of access by NBA	15. Grant of approval of access by NBA		
TR.2.6	Rejection of application	**Major**	Rejection of application by NBA	16. NBA may reject an application if it considers that the request cannot be acceded to. No application shall be rejected unless the applicant is given a reasonable opportunity of being heard.		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
		The Agreement or MOU document				
		Document showing that the benefit sharing is calculated as 3-5% of the monetary consideration, in case of monetary benefit received				
		Document showing that the upfront payment by applicant is agreed because of accessing the biological resources having high economic value				
		Copy of Cheque or Demand Draft				
		Documents showing the decision after consulation between NBA and respective SBB and BMC				
		To check the time period of disposing the application by NBA within a period of three months from the date of recipt of application				
		To check the Written Statement by NBA as approval of access				
		Written communication of rejection of approval. Also the documents ensuring that the applicant is given a reasonable opportunity of being heard.				

Access and Benefit Sharing Certification Criteria - REQUIREMENTS

TABLE 03 REQUIREMENT AND EVALUATION CRITERIA - ABS Requirements for foreign or India entities for the purpose of obtaining IPR

CONTROL POINTS AND COMPLIANCE CRITERIA

Cl. No.	Item	Level	Control Point	Compliance Criteria		
3. CONTROL POINTS AND COMPLIANCE CRITERIA - ABS Requirements for foreign or Indian entities for the purpose of obtaining IPR						
IPR.3	**APPLICATION TO BE SENT BY APPLICANT - Approval from NBA to foreign/ Indian entities**					
IPR.3.1	Application Form (Form III)	**Major**	Completeness of the Application Form	1. Full particulars of the applicant		
				(a) Name		
				(b) Address		
				(c) Professional profile		
				(d) Organizational affiliation		
				2. Details of the invention on which IPRs sought		
				3. Details of the Biological resources and / or associated knowledge used in the invention.		
				4. Geographical location from where the biological resources used in the invention are collected		
				5. Details of any traditional knowledge used in the invention and any identified individual / community holding the traditional knowledge (oral/documented)		
				6. Details of institution where research and development activities carried out.		
				7. Details of economic, biotechnological, scientific or any other benefits that are intended, or may accrue to the applicant due commercialization of the invention.		
				8. Proposed arrangements for benefit sharing (BS)		
				8.1 Where the applicant himself commercialises the process/ product/ innovation, the monetary sharing shall be in the range of 0.2 to 1.0% based on sectoral approach, which shall be worked out on the annual gross ex-factory sale minus government taxes		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
			Yes	No	N/A	
		Proof of Identification				
		Address proof of permanent Address				
		Relevant documents regarding professional profile				
		Relevant documents regarding the organizational affiliation				
		Written statement of the invention on which IPRs sought				
		Written statement of the Biological resources and / or associated knowledge used in the invention.				
		Details of the specific geographical location of collection.				
		Documents to prove the nature of traditional knowledge (in case of documented TK) or written statement of traditional knowledge (in case of orally preserved TK). Also the Statement from SBB, after consultation with BMC to prove individual /community holding the traditional knowledge.				
		Documents as evidence of participation of institution in research and development activities.				
		The written statement mentioning the estimation of economic, biotechnological, scientific or any other benefits that are expected individual / organization due to commercialization of transferred research results.				
		Document showing that the benefit sharing is calculated as 0.2 to 1.0% based on sectoral approach, which shall be worked out on the annual gross ex-factory sale minus government taxes				

Cl. No.	Item	Level	Control Point	Compliance Criteria		
				8.2 Where the applicant assigns/licenses the process/ product/ innovation to the third party for commercialisation, the applicant shall pay to NBA 3 to 5% of the fee received (in any form including the license/assignee fee) and 2 to 5% of the royalty amount received annually from the assignee/licensee, based on sectoral approach		
IPR.3.2	Application Fees	**Major**	Submission of application fees	9. Fee of five hundred rupees in the form of a Cheque or Demand Draft drawn in favour of the Authority		
IPR.3.4	Time period to finish the Application	**Major**	Time period to finish the Application by NBA	10. The Authority shall finish of the application within a period of three months from the date of its receipts		
IPR.3.5	Grant of approval	**Major**	Grant of approval of access by NBA	11. Grant of approval of access by NBA		
IPR.3.6	Rejection of application	**Major**	Rejection of application by NBA	12. NBA may reject an application if it considers that the request cannot be acceded to. No application shall be rejected unless the applicant is given a reasonable opportunity of being heard.		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
		Document showing that the benefit sharing is calculated as 3 to 5% of the fee received and 2 to 5% of the royalty amount received annually from the assignee/licensee, based on sectoral approach				
		Copy of Cheque or Demand Draft				
		To check the time period of disposing the application by NBA within a period of three months from the date of recipt of application				
		To check the Written Statement by NBA as approval of access				
		Written communication of rejection of approval. Also the documents ensuring that the applicant is given a reasonable opportunity of being heard.				

Access and Benefit Sharing Certification Criteria - REQUIREMENTS

TABLE 04 REQUIREMENT AND EVALUATION CRITERIA - ABS Requirements for foreign or Indian entities for the purpose of transfer of material

CONTROL POINTS AND COMPLIANCE CRITERIA

Cl. No.	Item	Level	Control Point	Compliance Criteria		
4. CONTROL POINTS AND COMPLIANCE CRITERIA - ABS Requirements for foreign or Indian entities for the purpose of transfer of material						
TM.4	**APPLICATION TO BE SENT BY APPLICANT - Approval from NBA to foreign/ Indian entities**					
TM.4.1	Application Form (Form IV)	**Major**	Completeness of the Application Form	1. Full particulars of the applicant		
				(a) Name		
				(b) Address		
				(c) Professional profile		
				(d) Organizational affiliation		
				2. Details of the biological material and traditional knowledge accessed		
				3. Details of the access contract entered		
				4. Details of the benefits and mechanism/arrangements for benefit sharing already implemented.		
				5. Full particulars of the third party to whom the accessed material knowledge is intended to transfer.		
				6. The purpose of the intended third party transfer.		
				7. Details of economic, social, biotechnological, scientific or any other benefits that are intended, or may accrue to the third party due to transfer of accessed biological material and knowledge.		
				8. Details of any agreement to be entered between the applicant and the third party.		
				9. Estimation of benefits that would flow to India/ communities arising out of the third party transfer of accessed biological resources and traditional knowledge.		
				9.1 BS payable to NBA during transfer of material to the third party is 2% to 5% (following a sectoral approach) of any amount and/ or royalty received from the transferee		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
			Yes	No	N/A	
		Proof of Identification				
		Address proof of permanent Address				
		Relevant documents regarding professional profile				
		Relevant documents regarding the organizational affiliation				
		Written statement of the Biological resources and / or associated knowledge used in the research.				
		Access contract				
		Documents of previous benefit sharing arrangements				
		Documents with particulars of the third party to whom the accessed material knowledge is intended to transfer.				
		Written Statement with the purpose of the intended third party transfer.				
		The written statement mentioning the estimation of economic, biotechnological, scientific or any other benefits that are expected by the third party due to transfer of accessed biological material and knowledge.				
		The written agreement between the applicant and the third party.				
		The written statement mentioning the estimation of benefits that are expected out of the third party transfer of accessed biological resources and traditional knowledge.				
		Document showing that the benefit sharing is calculated as 2-5% of any amount and/ or royalty received from the transferee				

Cl. No.	Item	Level	Control Point	Compliance Criteria		
				10. Proposed mechanism and arrangements for benefit sharing arising out of the proposed third party transfer.		
TM.4.2	Application Fees	**Major**	Submission of application fees	11. Fee of ten thousand rupees in the form of a Cheque or Demand Draft drawn in favour of the Authority		
TM.4.3	Time period to dispose the Application	**Major**	Time period to dispose the Application by NBA	12. The Authority shall dispose of the application within a period of six months from the date of its receipts		
TM.4.4	Grant of approval	**Major**	Grant of approval of access by NBA	13. Grant of approval of access by NBA		
TM.4.5	Rejection of application	**Major**	Rejection of application by NBA	14. NBA may reject an application if it considers that the request cannot be acceded to. No application shall be rejected unless the applicant is given a reasonable opportunity of being heard.		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulation, 2014)	Compliance			Description of the compliance status
		The Agreement showing the proposed mechanism and arrangements for benefit sharing arising out of the proposed third party transfer.				
		Copy of Cheque or Demand Draft				
		To check the time period of disposing the application by NBA within a period of six months from the date of recipt of application				
		To check the Written Statement by NBA as approval of access				
		Written communication of rejection of approval. Also the documents ensuring that the applicant is given a reasonable opportunity of being heard.				

Access and Benefit Sharing Certification Criteria - REQUIREMENTS

TABLE 05 REQUIREMENT AND EVALUATION CRITERIA - ABS Requirements for Indian entities for the purpose of research & commercial utilization

CONTROL POINTS AND COMPLIANCE CRITERIA

Cl. No.	Item	Level	Control Point	Compliance Criteria		
5. CONTROL POINTS AND COMPLIANCE CRITERIA - ABS Requirements for Indian entities for the purpose of research & commercial utilization						
RE.5	**APPLICATION TO BE SENT BY APPLICANT - Intimation to SBB**					
RE.5.1	Application Form (Form A and the Form prescribed by respective SBB)	**Major**	Completeness of the Application Form	1. Full particulars of the biological resource		
				(a) Common Name of the biological resource proposed to be used:		
				(b) Scientific name		
				(c) Plants or animals or parts thereof traded		
				(d) Specific purpose of access		
				2. Locations / source from where procured		
				3. Quantity of biological resource procured in Kg		
				4. Rate of biological resource per unit		
				5. Name of SBB		
				6. Name of Prospective Buyers/Users, if known		
RE.5.2	Application Fees	**Minor**	Submission of application fees	7. No fees applicable		
RE.5.3	BS mechanism	**Major**	Benefit sharing arrangements	8.1 Proposed mechanism and arrangements for benefit sharing (BS) - If the BS is calculated upon the purchase price, the percentage was different for traders and for manufacturers		
				(a) For traders it was 1-3%		
				(b) For manufacturers it was 3-5%		
				8.2 Proposed mechanism and arrangements for benefit sharing (BS) - If the BS is calculated upon the ex-factory sale price, three slabs are differentiated according to annual turnover		
				(a) For annual turnover upto 1 crore à the BS is 0.1% of annual gross sale		
				(b) For annual turnover 1 - 3 crore à the BS is 0.2% of annual gross sale		
				(c) For annual turnover more than 3 crore à the BS is 0.5% of annual gross sale		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulations, 2014)	Compliance			Description of the compliance status
			Yes	No	N/A	
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Details of geographical location, and also the name of BMCs				
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Document showing that the benefit sharing is calculated as 1-3% of the purchase price				
		Document showing that the benefit sharing is calculated as 3-5% of the purchase price				
		Document showing that the benefit sharing is calculated as 0.1% of annual gross sale for annual turnover upto 1 crore				
		Document showing that the benefit sharing is calculated as 0.2% of annual gross sale for annual turnover 1 - 3 crore				
		Document showing that the benefit sharing is calculated as 0.5% of annual gross sale for annual turnover more than 3 crore				

Cl. No.	Item	Level	Control Point	Compliance Criteria		
RE.5.4	Upfront payment	**Major**	Upfront payment for accessing biological resources with high economic or conservation value	9.1 In case of biological resources having high economic value, the agreement may contain a clause to the effect that the benefit sharing shall include an upfront payment by applicant, of such amount, as agreed between the NBA and the applicant		
				9.2 In case of biological resources having high conservation and economic value or associated knowledge is accessed for commercial research, the NBA may impose upfront payment to the applicant		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulations, 2014)	Compliance			Description of the compliance status
		Document showing that the upfront payment by applicant is agreed because of accessing the biological resources having high economic value				
		Document showing that the upfront payment by applicant is agreed because of accessing the biological resources having high conservation and economic value or associated knowledge for commercial research				

Access and Benefit Sharing Certification Criteria - REQUIREMENTS

TABLE 06 REQUIREMENT AND EVALUATION CRITERIA - ABS Requirements for Conducting of non-commercial research or research for emergency purposes outside India by Indian researchers/ Government institutions

CONTROL POINTS AND COMPLIANCE CRITERIA

Cl. No.	Item	Level	Control Point	Compliance Criteria		
6. CONTROL POINTS AND COMPLIANCE CRITERIA - ABS Requirements for Conducting of non-commercial research or research for emergency purposes outside India by Indian researchers/ Government institutions						
NCR.6	**APPLICATION TO BE SENT BY APPLICANT - Self declaration to NBA**					
NCR.6.1	Application Form (Form B)	**Major**	Completeness of the Application Form	1. Name of the Applicant (Indian researcher/ Government Institution)		
				2. Complete Address - permanent and present address		
				3. Name and address of Institution in India		
				4. Name of the Supervisor or Head of Institution at the place of work in India		
				5. Name and contact details of the Institution or organization who shall guide the proposed research / receiving the biological resources.		
				6. Details of the Supervisor or Head of Institution or organization who guides the proposed research or recipient of the biological resources		
				7. Name of the funding agency supporting the proposed research		
				8. Brief description of the research		
				9. Details of biological resources proposed to be carried along or sent for the research		
				9.1 Name of the biological resource (scientific/ common name)		
				9.2 Location of collection (Village/Taluk/Dist./State)		
				9.3 Quantity required		
				9.4 Duration of the research		
				10. If it is for emergency purpose, specify details		
NCR.6.2	Application Fees	**Minor**	Submission of application fees	11. No fees applicable		
NCR.6.3	Time period to dispose the Application	**Major**	Time period to dispose the Application by NBA	12. The Authority shall dispose of the application within a period of 45 days from the date of its receipts		

		Documents as evidence (As per BDA 2002/BDR 2004/ABS Regulations, 2014)	Compliance			Description of the compliance status
			Yes	No	NA	
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		Documents from the funding agency				
		Written statement by applicant suggesting the description of the research				
		Written statement by applicant				
		Details of geographical location				
		Written statement by applicant				
		Written statement by applicant				
		Written statement by applicant				
		To check the time period of disposing the application by NBA within a period of 45 days from the date of recipt of application				

Annex - B

Incentivisation Requirement

VCS-I-ABS : Incentivisation Requirement

PRINCIPLES| CRITERIA| INDICATORS| VERIFIERS

S. No.	Principles	Criteria (Clauses)	Indicators	Categorization		
1. BD	Bio-Resource Sustainability	BD 1.1 Management Policy	1.1.1 Mission, vision and sustainability policy	Major		
			1.1.2 Management plan- Details of species accessed (as raw material) - its conservation and augmentation plan	Critical		
			1.1.3 Provisions of Management Review Meeting to address sustainability/ conservation issues and its internalisation for resource augmentation.	Critical		
		BD 1.2 Collection Area Management Measures	1.2.1 Funding of contour bunds and plantation to arrest soil erosion	Major		
			1.2.2 Reclamation of eroded sites with appropriate technical measures	Minor		
			1.2.3 Soil reclamation and profile maintenance	Minor		
		BD 1.3 Access to dedicated bio-resources from various production systems	1.3.1 Species sourced from wild	Major		
			1.3.2 Species sourced from cultivation	Minor		
			1.3.3 Species sourced from mixed production systems	Minor		
		BD 1.4 Sustainable Harvest (Collection /Cultivation) Practices	1.4.1 Frequency and Intensity of collection	Critical		
		BD 1.5 Engagement with community for bio-resource augmentation	1.5.1 Non-monetary measures such as practicing site rotation for rejuvenation of bio-resource	Major		
		BD 1.6 Utilisation percentage of the biological resources	1.6.1 Documents recording conversion ratio - raw material to finished commodity	Major		
		BD 1.7 Minimum support price	1.7.1 Price list for collected bio resources	Major		
			1.7.2 Agreement/Contract with collectors	Major		
		BD 1.8 Aquatic Resources	1.8.1 Calculation of demand and requisition of aquatic bio-resources	Major		
		BD 1.9 Microbes	1.9.1 Extracting microbes in a sustainable manner not affecting the ecosystem. Density	Major		

		Verifier	Compliance (Self / Third Party Assessment Tool)			Description of the compliance status	Mapped SDGs
			Yes	No	N/A		
		1. Review of the sustainability policy for its suitability and 2. Review of its management plan for its completeness to verify corresponding criteria 3. The management plan of the accessing business entities with shall have the details of species accessed as raw material, including its conservation, extraction and replenishment plan 4. Provisions of Management Review Meeting. 5. There is a target-based activity plan for resource improvement.					SDG #10, #15 & #16
		1. On site verification for mentioned structures aiding soil conservation. 2. Test reports indicating site quality to verify corresponding criteria 3. Review of records for Area reclaimed with evidences					
		1. Review the Verified Harvest Plan 2. To be cross-verified from any other source (Forest Management Plan (FMP) / People's Biodiversity Register (PBR)/ BMC's annual inventory report/CAMP assessment report)to verify corresponding criteria					
		1. Harvesting of resources not exceeding the production potential of the site 2. To verify that the extraction does not exceed the production potential of the site.					
		1. Fund allocation 2. Instances of site-rotation in collection season 3. Progressive improvement in Quality of raw material through visual assessmentto verify corresponding criteria					
		Percent conversion as per industry best practices (peer reviewed journal/ production records/ declared wastage and its treatment)					
		1. Document price list 2.Review and execution the contract signed amongst partners to verify corresponding criteria					
		1. Documents with businesses indicating extraction/permits from custodian.					
		1. Test reports confirming the sustainable population after harvest of commodities.					

S. No.	Principles	Criteria (Clauses)	Indicators	Categorization		
2. TR	Traceability	2.1 Identification of biological resources	2.1.1 The species to be accurately identified	Critical		
		2.2 Mapping of source of produce/ procurement	2.2.1 The collection areas clearly demarcated citing the area/location	Critical		
		2.3 Documentation of details of supply chain	2.3.1 The supply chain from source to retail/use is documented and approved by management per season	Major		
		2.4 Retail/Use labelling	2.4.1 ABS logo, tagline, QR code, indicating information w.r.t ABS compliance	Critical		
		2.5 Chain of Custody (CoC)	2.5.1 Invoice/Transit Permits or similar system of tracking produce amongst legal entity exist	Critical		
3. TK	Traditional Knowledge	TK 3.1 Establishing the source of Traditional Knowledge (TK)	3.1.1 Record of source is documented - by oral (Non- codified) submission or from classical text (Codified)	Major		
		TK 3.2 Capacity building for conservation of TK	3.2.1 Capacity building through issuing ICT tools to community	Minor		
		TK 3.3 Encouraging the relevant people to be involved in TK documentation	3.3.1 Assistance to communities to document the TK to protect from bio piracy with the help of respective SBB	Major		
		TK 3.4 Innovation through validation/ verification of TK	3.4.1 R&D activities based on the TK	Minor		
			3.4.2 Patent filing or reporting to the competent organisation (National Innovation Foundation)	Minor		

		Verifier	Compliance (Self / Third Party Assessment Tool)			Description of the compliance status	Mapped SDGs
		1. Herbarium/PBR duly authenticated by an expert or an institution					
		1. Authorisation/Approval by the custodian/ or the supplier/ aggregator/trader is in place					
		1. Traceability systems record available					**SDG #12 & #16**
		1. ABS logo and tagline to be verified. 2. QR code content to be reviewed					
		Review of quantity with invoice/Transit records					
		Review of PBR/Oral (non-codified / other records. TKDL can also be referred.					
		IC amenities such as computer, projector etc.					**SDG #15 & #16**
		Documented proof of intervention					
		1. Reported in GB meetings, Annual reports etc. 2. Communication with NIF and/or NBA report to verify corresponding criteria					

S. No.	Principles	Criteria (Clauses)	Indicators	Categorization		
4. COM	Community Development and Benefits Accrued	COM 4.1 Strengthening livelihoods of the community	4.1.1 Development of infrastructure to assist livelihood activities of the community such as provision of crèche and other child welfare facilities.	Major		
		COM 4.2 Activities undertaken towards skill development	4.2.1 Approved modules of skill development in operation (The skill may be focussed on TK or could be generic in nature).	Major		
			4.2.2 Regular upgradation sessions undertaken to enhance the skill of community	Minor		
		COM 4.3 Safe working conditions	4.3.1 Providing protective gears	Minor		
			4.3.2 Providing on-site first aid kits	Major		
		COM 4.4 Working conditions (Hours, Leave, Overtime – applicable only to field workers)	4.4.1 : 8 hour work shift with additional time for tea/lunch breaks	Major		
			4.4.2: 1 day off in a week	Major		
			4.4.3 Overtime			
			4.4.3 a. Over 9 working hours in a day (subject to 6 working days)	Major		
			4.4.3 b. Anything over 54 hours in a week (Reference: Plantations Labour Act 1951) *The criteria is merely for reference, the business should have a copy of current legal requirement and show compliance accordingly.	Major		
		COM 4.5 Availability of sanitation and hygiene facilities (all genders)	4.5.1 Contribution towards creation of mobile and/or permanent toilets	Minor		
			4.5.2 Drinking water facility	Major		
5. GI	Gender Inclusion	GI 5.1 Participation of women	5.1.1 No gender based discrimination in work allocation	Major		
			5.1.2 Inclusion of women in decision making activities	Minor		
		GI 5.2 Orientation on gender mainstreaming and gender inclusion	5.2.1 At least one annual training conducted	Major		
		GI 5.3 Documenting contribution of women	5.3.1 Target of gender inclusion in the vision and mission statement .	Major		
			5.3.2 Annual reports or General Body Meetings or Management meetings citing women contribution	Major		
		GI 5.4 Inclusion of Prevention of Sexual Harassment (POSH) policy	5.4.1 Formation of POSH committee	Major		
			5.4.2 Awareness about the committee among workforce	Major		
		GI 5.5 Recognition of women contribution	5.5.1 Incentivisation of women contribution either by cash reward or any other means	Major		

		Verifier	Compliance (Self / Third Party Assessment Tool)			Description of the compliance status	Mapped SDGs
		1. Development of Haat 2. Creation of common facility centre, Primary processing units, Grading units 3. Establishment of tool bank 4. Seed Bank Setups					
		1. Design and development of modules 2. Attendance and training records to verify corresponding criteria					
		1. Availability of protective gears such as gloves, PPE, Mask and Helmets as appropriate. 2. First Aid kit with basic things to address minor injuries to verify corresponding criteria					
		1. Attendance Records 2. Interviews 3. Payment records Random sampling survey to verify corresponding criteria					
		1. On site verification					
		1. Workforce attendance 2. Interviews with women workforce 3. Minutes of meeting to verify corresponding criteria					
		1. Training records					
		1. Management meeting 2. Annual Reports 3. GBMs to verify corresponding criteria					
		1. Documented Policy 2. Committee Meeting Minutes 3. Interviews with workforce to verify corresponding criteria					
		1. Details of reward program 2. Mentioning of the event/awardee in newsletter/ vernacular media/social media to verify corresponding criteria					

S. No.	Principles	Criteria (Clauses)	Indicators	Categorization		
6. RB	Responsible Business	RB 6.1 Grievance Redressal Mechanism	6.1.1 Policy on GRM	Major		
			6.1.2 Procedure and	Major		
			6.1.3 Committee composition on GRM	Major		
		RB 6.2 Reduction of chemical inputs in a phased manner (where applicable)	6.2.1 Policy for reduction of chemicals in the entire operations	Major		
		RB 6.3 Child labour shall not be engaged in or exploited	6.3.1 Children below age of 14 years shall not be engaged in any work	Major		
			6.3.2 Young workers (14-18 years of age) shall not be engaged in hazardous work and shall always be under adult supervision	Major		
7. VCS	Compliance to any voluntary certification	VCS 7.1 Voluntary Certification compliances	7.1.1 Systems in place against any quality or product certifications	Minor		

		Verifier	Compliance (Self / Third Party Assessment Tool)			Description of the compliance status	Mapped SDGs
		1. Documented policy and procedure 2. Representation from all categories of work force to verify corresponding criteria					SDG #5 , #8, #12
		1. Documented policy on reduction of chemical usage 2. Evidence of lowering of chemical procurement in areas under their direct jurisdiction to verify corresponding criteria					
		1. Worker registers 2. Interviews 3. On site verification to verify corresponding criteria					
		1. Valid certificated (QMS, VCSMPP, AYUSH, UEBT, Fair Wild, Fair Trade, GMPs, SMETA, RA etc.)					SDG #16

Section 4

Certification Process

Certification Process

1. Objective

To ensure an objective assessment and certification of the VCS-I-ABS for business entities who are approved by the National Biodiversity Authority (NBA) for access of biological resources. This section aims to promote uniformity in the operation of the certification scheme and the interaction between the Certification Bodies (CBs) and the business entities for seeking certification.

2. Scope

This document covers the certification process of business entities that are compliant to the ABS norms laid by NBA as per the Biological Diversity Act 2002 for incentivisation after grant of logo.

3. Certification for Grant of ABS Logo

3.1 The business entity would require meeting the compliance criteria in order to be granted the use of ABS logo on-product and off-product.

3.2 The Scheme is open to all legal entities engaged in collection and harvesting of biological resources from India and from any other country.

3.3 The information on how to obtain certification for VCS-I-ABS is also available on the website of QCI (www.qcin.org).

3.4 The certification shall be carried out by the Certification Bodies (CBs) duly approved by QCI and its constituent Board. To operate under the Scheme, it is desirable that the CBs will require an extension of scope within the accreditation for ISO/IEC 17065.

4. Certification Process

4.1 The application shall be made after seeking approval from NBA as per the prescribed provisions of Act and Rules.

4.2 Application for certification of business entity approved by the NBA and its constituent bodies for access of biological resources will hereby be referred to as **'entities'**

4.2.1 Any entity which is a legal entity can apply for certification to an approved Certification Body. This legal entity shall have ultimate responsibility over the production, handling and ownership of the products; thus, it is responsible for the compliance with the standard. The legal entity

shall enter into a contractual relationship and will have Certification Agreement with an approved CB and becomes the sole holder of the certificate.

Requirements of the entity

4.2.2 The administrative structure of the entity shall be documented and clearly identify the relationship between the community and the legal entity. There shall be written signed contracts between community and the entity. The contracts shall include the following elements:

i. Name or fiscal identification of the community,
ii. Contact address,
iii. Details of the individual production locations,
iv. Commitment to comply with the requirements of the standard,
v. Agreement to comply with the group's documented procedures and policies
vi. any other internal requirements to be met.

4.2.3 The entities shall maintain a record of all community attributes, and of all the applicable sites used for production in accordance with the standard. All these member collectors in the community must be registered so that there is a direct relation. The register shall at least contain the following information for each collector:

a. Name of communities,
b. Name of contact person,
c. Full address (physical and postal),
d. Contact data (telephone number and e-mail and/or fax number),
a. Other ID (GST, AADHAAR VAT Number, PAN, etc),
b. Communities registered
c. Growing/Production area and/or quantity for each registered produce
d. Internal review date
e. Since when the collector is associated with the group.
f. Any significant event
g. collector registration with any Govt. Dept.(NAB or associated bodies etc.)

4.2.4 All relevant information concerning entity applying for certification shall be recorded for the entity to become registered. This information will be used to supply the registered party with a unique client number, which will be used as a unique identifier for all certification activities.

4.2.5 The information required is consistent with the information of Certification Agreement signed between the entity and the CB. The following information is required for each entity wishing to be registered:

a. Name of entity to be certified,
b. Annual Area under production/collection,
c. Medicinal produce to be covered
d. Name of the scientific and local name of the species collected.
e. Identification of the area where the collection is made

4.2.6 The certification body shall maintain and make publicly available accurate information describing its certification processes for granting, maintaining, extending, renewing, reducing, suspending or withdrawing certification, and geographical areas in which it operates. The information shall include:

a. reference to the Certification Criteria,
b. procedure for obtaining Certification,
c. an application form,
d. list of documents required to be submitted along with the application,
e. information on fee for application, initial certification and continuing certification,
f. documents describing the rights and duties of certified clients, and
g. information on procedures for handling complaints and appeals.

4.2.7 The CB shall respond to all enquiries received from prospective applicants for certification with complete information for facilitating a registration of an applicant, within seven days of receipt of the query.

4.2.8 The prospective applicant shall apply to the Certification Body on the Application form prescribed by the CB, and provide as a minimum information on:

a. the name and address of applicant with contact details,
b. proof of legal entity,
c. location and total land from where the biological resources collected,
d. whether land is held under ownership or lease.
e. produce being handled,
f. relevant certification criteria GAP/GFCP against which any certification is sought,
g. produce handling area,
h. number and competence of manpower,
i. annual area under cultivation/collection and
j. covered medicinal produces area wise within the annual area.
k. Since when the area is under cultivation of Medicinal Plants
l. Any registration with Govt. Deptt (Like NMPB, SBB, BMC, etc.)

4.2.9 The prospective applicant shall along with the application declare any judicial proceedings relating to their operations / product, any proceedings by any Regulatory body or suspension / cancellation / withdrawal of any certification / approvals under any Regulations or otherwise.

4.2.10 Certification is granted only against the latest certification criteria. The certification body shall review all applications for the above and ensure the same.

4.2.11 All applications for certification shall be reviewed by the certification body for adequacy and deficiencies observed, if any, shall be informed to applicant within seven days of receipt of application. Review of applications shall be done by a competent person. Records of review shall be maintained.

4.2.12 The applications found to be complete and supported with all documents sought shall be accepted and registered in order of receipt with a unique identification number, acknowledged and records maintained. Registration should be done within seven days of receipt.

4.2.13 Antecedents of applications shall be verified. If an applicant has been penalized, the application from the same person will not be entertained during the period of punishment and in any case for at least one year from the date of punishment.

4.2.14 Applications from entities who have earlier either misused the Certification/ certification mark, or whose earlier certificate was cancelled because of violation of terms and conditions/ misuse of certification mark shall not be entertained within one year of cancellation of the certificate by any CB.

4.2.15 Applications from entity found to be misusing the Certification/certification Mark while their application is being processed for grant of certificate, shall not be processed any further, and rejected after giving a due notice of 15 days. Fresh applications from them shall be treated as per clause 4.1.13 given above.

4.2.16 Requests for grant of certificates from ex-applicants shall be processed like a fresh applicant and the entire procedure for grant of certificate be adhered to.

4.2.17 Certification Bodies shall reject or close an application under the following conditions:

a. If Initial Evaluation is not carried out within six months of registration of application,
b. If the follow up evaluation carried out after organization has confirmed necessary corrective actions is not satisfactory
c. Lack of competent personnel for production/collection and handling,

d. If farmer/collector shows no progress towards completion of corrective actions within three months of Initial Evaluation and six months of Registration of application,
e. Misuse of Certification/certification mark,
f. Evidence of malpractice and
g. Voluntary withdrawal of application.

4.2.18. In the event of a closure/rejection of an application, the application fee submitted with the application may be refunded as decided by the certification body.

4.3 Quality Management System of entity

4.3.1 Management and Organisation

The collector group shall have a management structure and sufficient number of suitably trained resources to effectively ensure that the registered community folks are provided for as per the Scheme requirements at their production locations. The organizational structure of the group shall be documented and shall include:

i. Entity management representative - person responsible for managing the implementation of Scheme within the group. ii) Internal inspector(s)–person(s) responsible for the internal inspections of each collector
ii. member of the group- complying with the Scheme requirements set for an internal group inspector.
iii. Internal auditor(s)- person(s) responsible for the internal audit of the Quality Management System, complying with the Scheme requirements set for an internal group auditor
iv. Technical person – person(s) responsible for technical advice to the group.
v. Quality Systems Management (QMS) persons – person(s) responsible for managing the QMS.

NOTE: A group needs at least one internal auditor, who can cover the functions of internal group inspector and internal auditor (in case only one internal auditor who performs also the inspections, another person, identified in the QMS must approve the collector internal inspections

4.3.2 Responsibility and Duties

The duties and responsibilities of all personnel involved with the compliance of Scheme requirements shall be documented, and an individual who holds a position of sufficient seniority and resources to serve as the overall responsible person will be nominated for maintenance of the Scheme certification.

4.3.3 Competency and Training of Staff

i. The group shall ensure that all personnel with responsibility for compliance with the Scheme standard are adequately trained and meet defined competency requirements. They shall possess expertise with suitable training.
ii. The competency requirements, training and qualifications for key staff shall be documented and shall meet any defined competency requirements.
iii. Records of qualifications and training shall be maintained for all key staff (managers, auditors, inspectors, etc.) involved in compliance with Scheme requirements to demonstrate competence.
iv. The internal auditor(s) and inspector(s) shall undergo training and evaluation, on the job audits/inspections to ensure consistency in their approach and interpretation of the standard.

Systems shall be in place to demonstrate that key staff is informed and aware of development, issues and legislative changes relevant to the compliance to the Scheme standard

4.3.4 Quality Manual

4.3.4.1 The group shall have a quality manual containing as a minimum the following:

i. Documented operating and quality management systems related to the Scheme requirements
ii. Policies and procedures shall be sufficiently detailed to demonstrate the entities control of the principal requirements of the Scheme
iii. Relevant procedures and policies available to the communities group registered members and key staff.
iv. Quality Manual shall be reviewed periodically to ensure that it continues to meet the requirements of the Scheme standard and those of the collector group.
v. Incorporation of relevant modifications of the Scheme standard that come into force within the time period specified.

4.3.4.2 **Document Control**

4.3.4.2.1 **Quality Management System (QMS) Documents**

All documentation relevant to the operation of the Quality Management System (QMS) for Scheme compliance shall be adequately controlled. This documentation may include:

i. The Quality Manual
ii. Scheme operating procedures
iii. Work instructions iv) Recording forms
iv. Relevant documents of external origin.

4.3.4.2.2 **Quality Management System Document Control Requirements**

i. There shall be a written procedure defining the control of documents.
ii. All documentation shall be reviewed and approved by authorized personnel before issue and distribution.
iii. All controlled documents shall be identified with an issue number, issue date/review date and be appropriately paged.
iv. Any change in these documents shall be reviewed and approved by authorised personnel prior to its distribution.
v. A copy of all relevant documentation shall be available at any place where the QMS is being controlled.
vi. There shall be a system in place to ensure that documentation is reviewed and that following the issue of new documents, obsolete documents are effectively rescinded.

4.3.4.3 **Records**

i. The entity shall maintain records to demonstrate effective control of the Scheme Quality Management System requirements and compliance with the requirements of Scheme.
ii. Records from the QMS related to compliance of Scheme requirements shall be kept for a minimum of 3 years.
iii. Records shall be genuine, legible, stored and maintained in suitable conditions and shall be accessible for inspection as required.
iv. Records that are kept on-line or electronically are valid. If a signature is required, this can be a password or electronic signature that ensures the unique reference and authorization of the person signing. If a written signature of the responsible person is needed, then this must be present. The electronic records must be available during the CB inspections. Back-ups must be available at all times.

4.3.4.4 **Complaint Handling**

i. The entity shall have a system for effectively managing customer complaints.
ii. There shall be a documented procedure that describes how complaints are received, registered, identified, investigated, followed up and reviewed.
iii. The procedure shall be available to customers as required.
iv. The procedure shall cover both complaints to the group and against individual collectors.

Reference- ISO 10002:2004 Quality Management Systems - Guidelines for complaint handling in an organization

4.3.4.5 **Internal Audits and Inspections**

Internal audit systems shall be in place both to assess the adequacy and compliance of the documented QMS and to inspect the collectors and farms against the Scheme.

4.3.4.6 **Quality Management System Audit**

Internal auditor(s), complying with the Scheme requirements set for an internal group auditor, shall conduct the internal audit of the QMS.

i. The QMS for the scheme shall be audited internally at least once annually.
ii. Internal auditors shall be suitably trained and independent of the area being audited.
iii. The CB will evaluate the competence of the internal auditor during the external audit.
iv. Records of the internal audit plan, audit findings and follow up of corrective actions v) resulting from an audit shall be maintained and available.

NOTE: It is permitted for the same person to initially develop the QMS within the group, and then undertake the required annual QMS audit, however the person responsible for the day today ongoing management of the QMS is not allowed to undertake the required subsequent annual internal QMS audits.

4.3.4.7 **Communities and Collection Location Inspections**

Internal inspectors, complying with the Scheme requirements set for an internal group inspector will be responsible for carrying out the collection areas inspections:

i. Inspections shall be carried out at each registered community folk and production location at least once a year based on the Certification Checklist (See Section 3). All Critical, Major and Minor control points must be inspected in full.
ii. There shall be a process for the review of the inspection reports and collector status.
iii. New folks of the community must always be reviewed for the amenities received from the entity.
iv. The original inspection reports and notes shall be maintained and available for the CB inspection as required.
v. The inspection report shall contain the following information:
    a. Identification of registered folks of communities and associated production location(s)
    b. Signature of the registered collector
    c. Date of inspection
    d. Inspector name
    e. Registered products
    f. Evaluation result against each Scheme control point
    g. All Critical and major points in the Checklist must include details of what was verified in the comments section of the checklist, in order to enable the audit trail to be reviewed after the event.

h. Details of any non-compliances identified and time period for corrective action, i) Certification status
i. Harvest windows
j. Total extent of land at the location
k. List of plant protection chemicals used for the present crop
l. Any sanction earlier imposed on the collector and subsequently withdrawn
m. Produced sold in the 12 months period prior to the date of inspection.

vi. The internal auditor / audit team will make the decision on whether the collector is compliant with the Scheme requirements, based on the inspection reports presented by the internal inspector.

4.3.4.8 **Non-conformities and Corrective Action Systems**

i. There shall be a procedure to handle non-compliances and corrective actions which may result from internal or external audits and/or inspections, customer complaints or failures of the QMS. ii) There shall be documented procedures for the identification and evaluation of nonconformities to the QMS by the group or by its members. iii) Corrective actions following non-compliances shall be evaluated and a timescale defined for action.
ii. Responsibility for implementing and resolving corrective actions shall be defined.

4.3.4.9 **Product Traceability and Segregation**

i. Product meeting the requirements of the Scheme standard and marketed as such shall be traceable and handled in a manner that prevents mixing with non-Scheme approved products. ii) There shall be a documented procedure for the identification of registered produce and to enable traceability of all products, both conforming and non-conforming to the applicable production sites. A mass balance exercise must be carried out to demonstrate compliance within the legal entity.
ii. The produce handling site shall operate procedures which enable registered product to be identifiable and traceable from receipt, through handling, storage and dispatch.
iii. Effective systems and procedures shall be in place to negate any risk of mis-labeling or mixing of certified and non- certified products.

4.3.4.10 **Sanctions and Non-Conformances**

i. The group shall operate a system of sanctions and non-conformances with their collectors.
ii. Contracts with communities shall define the procedure for sanctions including the levels of Warning, Suspension and Cancellation. iii) The communities shall have mechanisms in place to notify the approved Certification Body immediately of Suspensions or Cancellations of their folks.
iii. Records shall be maintained of all sanctions including evidence of subsequent corrective actions and decision-making processes.

4.4 Pre-assessment

4.4.1 The applicant may seek a pre-assessment, which is not mandatory, during which the certification body shall check the applicant's state of preparedness for the evaluation, and availability of competent personnel and adequate records of C&I and verified as per the Certification Criteria.

4.4.2 Deficiencies observed with respect to the certification criteria during the pre-assessment shall be informed in writing to the applicant.

4.4.3 There shall be only one pre-assessment.

4.5 Initial Evaluation

4.5.1 A single stage Initial evaluation shall be carried out by a competent evaluation team.

4.5.2 Initial Evaluation of the product and the processes at the site of the applicant shall be conducted within three months of registration of application and/or satisfactory fulfilment of all application requirements.

4.5.3 The certification body shall communicate the composition of the team and duration of Initial Evaluation to the applicant for verifying any conflict of interest and any objections to the team composition by the applicant should be examined on merit.

4.5.4 Timings and date of Initial Evaluation shall be decided in consultation with the applicant ensuring that processes such as some of the normal operations are open for witnessing during the planned Evaluations:

a. **Inspection Timings**

i. The inspection of an entity takes place after registration with the CB depending on the produce to be inspected. The ideal timing for evaluation of all control criteria shall be during operational activities when sufficient records/evidences are available, especially to facilitate verification of the criteria w.r.t to the Scheme requirements.
ii. Alternative timing options may be followed where evaluation during the on-going operations are not possible. The first inspection therefore takes place before or after key activities. Justification for alternative timing may be logistics and time constraints of entity, producer /collector and inspector, variation in harvest dates, perennial crop not yet producing mature produce, etc. Practically, inspection of records and visual evidence requires that the evaluation must take place as close to key activities as mentioned in certification criteria as possible, for the evaluators to verify as many control points as possible.

b. **First Inspection Timing for Multiple Produce Certification**

i. The entity may be seeking certification for more than one site, and the site may not all have the same readiness w.r.t to timing, i.e. completeness of site does not necessarily coincide with the other site in documentation or clearances.
ii. Where the VCS-I-ABS to be included in the certification scope are concurrent, i.e. various sites at the same time, then the first evaluation will be timed so that at least one site can be evaluated during key operations, making an assumption that the other site getting ready for harvest will be compliant to the same degree.
iii. Where the crops to be included in the certification site are consecutive, i.e. the compliance of one site finalises before the compliance of the next one commences, then in the first year a full evaluation of the first site must be made during harvesting. Subsequent site complaints can be added to the certificate only when compliance has been verified for each siter, either through a site inspection or through data collection and discussion with the applicant

4.6 Evaluation process

4.6.1 The team shall witness the processes covering as many criteria as possible during evaluation of the applicant. Any nonconformity observed during evaluation with respect to the conformance criteria shall be informed in writing to the applicant for taking necessary action. The nonconformities shall be classified as critical, major or minor depending on their severity as defined in the respective standards.

4.6.2 Facility evaluation/audit- The evaluation shall be planned when maximum number of communities in their fold are ready to receive the audit team. The criteria defined under 4.2.3 and 4.2.4 shall apply

4.6.3 CB shall review **internal evaluation reports**. A minimum of one internal evaluation per annum of each community within the procurement group must be carried out by qualified internal collector group evaluators within the collector group or subcontracted to an external verification body, different from the certification body responsible for the external certification evaluation of the group. The internal self-assessment inspection shall be based on the complete checklist (Critical, Major and Minor) of the applicable scope(s).

4.6.4 **External Quality Management System (QMS) Audit by approved Certification Body** - One announced external audit carried out annually by the approved CB of the registered entity. The CB shall audit the QMS of the facility.

4.6.5 **External collector Inspection by approved Certification Body** - CB shall select communities by taking a random sample that, as a minimum, is the square root of the total number of registered communities' folks within the community group. For the first inspection, the square root of the folks in communities must be inspected in full by the CB. If community X has 25 registered members, and the CB sets the square root as the sample, 5 collectors (√25) must be inspected at this first inspection.

4.6.6 **Compliance for certification**

4.6.6.1 The collector is required to comply with 7 principles along with the types of compliance criteria set out in the certification criteria (standard). These are Critical, Major and Minor, which must be fulfilled in all respects before certification

4.6.6.2 Compliance is indicated with a "Yes" (for compliant), "No" (for not compliant) on the checklist (See Annex A & Annex B). Evidence/comments should be provided for each control criteria- these shall enable the audit trail to be reviewed after the event and will include details of references taken during the evaluation. It is, however, obligatory to give evidence /comments for all the critical and major compliance criteria inspected in all external evaluation, self-assessments, and internal evaluation.

4.6.6.3 The level of compliance shall be established based on the following:
a. Critical- 100% compliance of all applicable critical control points
b. Major- 90% compliance of all major control points is compulsory
c. Minor-75% of compliance of all applicable minor control points is compulsory.

4.6.6.4 Certification Body shall maintain records of all certification activities- application registration, documents provided by applicant, on site evaluation report, test reports of sample(s) sent for independent testing, and evaluation and review of reports for grant of certification.

4.6.7 **Internal self-assessment quality assurance**

The individual entity shall carry out an internal self-assessment at least once a year. This self-assessment shall be carried out under the responsibility of the entity.

The self-assessment shall be against the complete checklist (Critical, Major and Minor) of the applicable scope(s). The completed checklist shall be available on site for review by the evaluator during the CB evaluation.

4.7 Grant of Certification

4.7.1 The certification Body shall grant certification after ensuring:

a. complete compliance to the Certification Criteria (GAP/GFCP) based on evaluation reports (See 4.2.4 and 4.2.5),
b. certification scheme requirements,
c. satisfactory resolution of nonconformities raised.

There shall be no conditional grant of certification.

4.7.2 On grant of certification, the Certification body shall inform the entity and issue a Certificate, uniquely identified, to the entity indicating the scope of certification, the certification criteria against which the certification has been awarded, effective date, validity date, and the name and address of the entity where certified as a minimum.

4.7.3 Brand names shall be mentioned on the Certificate document or any other document intimating grant of certification that will backed up with chain of custody of produce.

4.7.4 The effective date of certification shall not be before the date of decision to grant the certification to the entity.

4.7.5 The certificate for entity certification shall be for a period of 3 years from the date of decision to grant the produce certification.

4.7.6 On grant of certification, the Certification body shall inform the communities, the applicant and issue a Certificate, uniquely identified, to the communities indicating the names of the produce certified, the certification criteria against which the certification has been awarded, effective date, validity date, and the name and address of the collector group.

4.7.7 A list of all the collectors and sites to which the certificate relates shall be issued in an annex referred to in the certificate. The CB shall keep this list up to date.

4.7.8 The effective date of certification shall not be before the date of decision to grant the certification to the collector group.

4.7.9 The certificate for produce certification shall be for a maximum period of 3 years from the date of decision to grant the produce certification.

4.8 Scope of certification

4.8.1 The product scope is linked to the community where that entity procures the material and the communities that the entity has been engaging for sourcing of the produce. Certificate is issued to the registered entity, giving the details of the farms/in wild/communities where the products and produce is procured and for the products declared. The legal entity of the community group must be declared by the certificate holder.

4.8.2 The entire production/ collection process of the declared and registered entity must comply with requirements.

4.9 Surveillance Evaluation

4.9.1 Surveillance evaluations of the certified sites shall be carried out at least once a year, ensuring that the gap between two surveillance evaluations does not exceed one year. The Certification Body may allow a grace period of one month based on valid grounds beyond which delays shall lead to suspension of the certificate. The surveillance should be timed around harvest time of some crop under certification.

4.9.2 The full checklist and verification process shall be completed by the evaluator annually. There must be at least one site registered in the field or in the supply chain evaluated to give the CB confidence that any other site not present at that time, are handled in compliance with the standard.

4.9.3 The certification body shall ensure completion of all the checklist (Section 3) as applicable so that basic operations and their controls are witnessed during the surveillance evaluation. Surveillance planning must keep in view the entity activity timings to coincide visit with ground facilities as far as possible (See 4.2.24).

4.9.4 In case where the entity is certified to a number of sites of different types under the same certificate, certification body shall plan for surveillance evaluation with a view to covering as much of the entire range of parts of supply chain during the certification period.

4.9.5 During the surveillance evaluation, the evaluators shall as a minimum check and report on the following;

a. Status of compliance to the requirements of the certification criteria,
b. Internal self-assessment reports,
c. Handling and disposal of nonconformities,
d. Actions taken on nonconformities observed during the previous evaluation,
e. Redressal of complaints, if any,
f. Information on production of produce and the names of consignees to whom certified produce have been supplied.

4.9.6 If any nonconformity is observed, the same shall be categorized as either a Critical, Major or Minor. The nonconformity report shall be provided to the client in writing, generally on site, for correction and corrective action. Details of the same shall be reported in the Surveillance evaluation report.

4.9.7 The Certification Body may increase the frequency of surveillances with duly recorded justification for reasons like investigation of complaints, any doubts about continuing adherence to standards prescribed etc.

4.9.8 If the surveillance evaluation results in an infructuous visit due to any reason, the CB shall conduct another surveillance evaluation. Such additional evaluations may be charged to the certified unit as decided by the Certification Body.

4.10 Suspension of certification

4.10.1 The certification body shall issue due notice of at least one week for suspension of certification to the unit. In case of serious failures, the notice may not be required.

4.10.2 A Suspension is issued when:
a. Unsatisfactory performance during two consecutive Surveillance evaluations on account of any of these aspects is observed:
b. A suspension may also be issued to the entity who voluntarily asks for it, for some (partial) or all (complete) of his products.

4.10.3 After the Suspension is issued, a time period allowed for correction and corrective action will be set by the CB not exceeding 6 months. If the suspension is voluntary, the period for corrections and corrective actions is set by the entity himself, which must be agreed upon with the CB, but not exceed 6 months.

4.10.4 During the period of suspension, the entity shall be prevented from using the logo/trademark, License/certificate or any other type of document that has any relation to certification.

4.10.5 The producer/collector unit shall be advised to undertake a root cause analysis and identify the necessary corrective actions for resolving the same.

4.10.6 The certification body shall revoke suspension only when corrective actions have been taken and verified by the certification body

4.10.7 Suspension shall not exceed a period of six months. If the cause of the Suspension is not resolved within the time period set, the certification shall be cancelled.

4.11 Cancellation of certification

4.11.1 A Cancellation shall be issued when:
a. An entity cannot show sufficient corrective action after Suspension has been issued and six months have elapsed,
b. A nonconformity in one scope leads to doubt about the integrity of the entity,
c. Major contractual nonconformities are detected.

d. Certified client contravenes the terms and conditions of certification and provisions of certification scheme like suspension of certificate, inadequate corrective actions, lack of compliance to criteria for Certification etc

4.11.2 A Cancellation of the contract will result in the total prohibition of the use of the logo/ trademark, License/certificate.

4.11.3 An entity that has had a cancellation applied may not re-submit for certification until 12 months after the date of Cancellation.

4.11.4 An entity must either resolve the nonconformities communicated or appeal to the CB in writing against the nonconformities explaining the reasons for the appeal.

4.11.5 Certification body shall cancel the certification at the request of the certified client, if the operation(s) in the certified client's premises can no longer be carried due to reasons of natural calamities such as flood, fire, earthquake etc, or closure of operations etc.

4.12 Recertification

4.12.1 The certificate shall be revalidated at the end of every year (See 4.8.5) depending on the performance of operation of certification, but recertification shall be at the end of 3 years

4.12.2 The certification body shall send the recertification notice to the certified client at least four months prior to expiry of certificate validity period.

4.12.3 The certified entity shall apply for recertification in the prescribed format along with fee, if any prescribed by the CB at least 3 months before expiry of the certification.

4.12.4 The certification body shall review the performance of the certified client who has sought recertification, with respect to compliance to certification criteria during the certification cycle prior to a decision on the recertification.

4.12.5 The review shall be based on:
a. The surveillance evaluation reports,
b. Handling and disposition of nonconforming products,
c. Any suspension of certificate during the previous validity period,
d. Corrective actions taken,
e. Complaints, if any received, and
f. Adverse information, if any.

4.12.6 Recertification shall be based on the satisfactory performance of the certified client.

4.12.7 There shall be no conditional recertification.

4.12.8 When performance of the certified client is not satisfactory, the certification body shall withhold the recertification clearly stating the reasons and give time for effecting corrective actions. The verification and decision on recertification shall be taken within 3 months of the expiry date.

4.12.9 The corrective actions shall be verified generally on site unless the CB can verify the same off site prior to considering for recertification.

4.12.10 The recertification shall be affected from the date of the expiry of the previous certificate and the intervening period shall be treated as period of suspension and clearly stated on the Certificate. The certified unit shall not claim certification or use the Certification during this period.

4.12.11 In case the certified unit does not complete satisfactorily actions within three months, the certificate shall stand expired from the date of expiry of previous validity.

4.13 Change of Ownership/Name

4.13.1 In the event of change of Ownership, the new owner collector shall submit proof of change of ownership. He shall also submit acceptance to the agreement for Certification with the CB regarding the operation and payment of fees. The same process shall be followed as and when an existing applicant undergoes a change in ownership. Such changes shall not call for a visit to the site.

4.13.2 In case of change of name, the applicant/certified client shall inform the change in the name to the CB supported with documentary evidence, and if satisfied the CB shall endorse the new name in the application/certificate.

4.14 Extension of scope

4.14.1 Extension of scope of certificate for inclusion of additional produce, varieties of the under the same certificate shall be done after ascertaining that the certified client has requisite resources required for the new produce/variety and technical skills as evaluated at harvest of that particular produce and samples(s) from new varieties to be included are on independent testing found conforming to requirements of the Criteria.

4.14.2 The extension of scope shall be clearly mentioned in the certificate document along with its date of inclusion for avoiding any misrepresentation or misinterpretation. Irrespective of the date of inclusion, the validity of the Certificate shall remain unchanged.

4.15 Certificate

4.15.1 The CB shall provide a certification document to the certified client that clearly conveys, or permits identification of:

a. the name and geographic location of the entity,
b. the dates of granting, extending or renewing certification,
c. the expiry date or recertification due date consistent with the recertification cycle,
d. a unique identification code,
e. the certification criteria, including issue number and/or revision, against which the product(s) are certified,
f. the scope of certification with respect to product(s) as applicable at the identified site,
g. the name, address and certification mark of the certification body; other marks (e.g.
h. accreditation symbol) may be used provided they are not misleading or ambiguous,
i. any other information required by the certification criteria used for certification,
j. in the event of issuing any revised certification documents, a means to distinguish the revised documents from any prior obsolete documents

4.15.2 The effective date on a certification document shall not be before the date of the certification / recertification decision.

4.15.3 The formal certification documentation shall include the signature of the individual(s) of the certification body assigned such responsibility.

4.16 Fee

4.16.1 A fee shall be charged to the client for various activities of the scheme, without any discrimination between units, geographical location, size of the unit.

4.16.2 The CB's fee structure shall be publicly accessible and also be provided on request.

4.16.3 CB shall notify and obtain consent to its fee structure from the clients prior to grant of certification. As and when the fee undergoes a change, the same shall be communicated to all applicants and clients certified under this scheme of certification for their acceptance.

1. Withdrawal of Certified Product

i. Documented procedures shall be in place to effectively manage the withdrawal of registered product.
ii. Procedures shall identify the types of event which may result in a withdrawal, persons responsible for taking decisions on the possible withdrawal of product, the mechanism for notifying customers and the Certification Body; and methods of reconciling stock. iii) The procedure shall be capable of being operated at any time. iv) The procedure shall be tested in an appropriate manner at least annually to ensure that it is effective and records of the test retained.

2. Subcontractors

i. Procedures shall exist to ensure that any services subcontracted to third parties are carried out in accordance with the requirements of the Scheme standard.
ii. Records shall be maintained to demonstrate that the competency of any subcontractor is assessed and meets the requirements of the standard.
iii. Subcontractors shall work in accordance with the group's QMS and relevant procedures and this shall be specified in service level agreements or contracts.

Amendment Record Sheet				
S.No	**Date of Amendment**	**Description of Amendment**	**Incorporated by**	**Approved by**
1				
2				

Section 5

Requirments for Certification Bodies

Requirements for Certification Bodies

1. Scope

1.1 This document describes the requirements the Certification Bodies (CBs) are expected to meet in order to be approved under the Scheme for undertaking certification.

2. General Requirements

2.1 The Certification Body shall be registered as a legal entity in India, or a defined part of a legal entity, such that it can be held legally responsible for all its certification activities. A governmental certification body is deemed to be a legal entity on the basis of its governmental status.

2.2 The Certification Body shall be accredited to ISO/IEC 17065 approved by QCI for its Product certification operations, for certifying under this Scheme.

2.3 The Certification Body shall ascertain process conformity to the applicable Certification criteria.

2.4 Certification agreement

2.4.1 The certification body shall have a legally enforceable agreement for the provision of certification activities to its clients. Contracts and agreements for certification shall take into account the responsibilities of the parties.

2.4.2 The certification body shall ensure their certification agreement require that the client comply with the following:

a. always fulfil the certification requirements including process requirement and changes communicated by the certification body;
b. the certified produce always fulfils the requirements;
c. makes all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and records, and access to the relevant location(s), area(s), and personnel and for investigation of complaints;
d. makes claims regarding certification only in respect of the scope for which certification has been granted;
e. does not use its certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its certification which the certification body may consider misleading or unauthorized;
f. upon suspension or cancellation/withdrawal of certification, discontinues its use of all advertising matter that contains any reference thereto and returns as required by the certification scheme any certification documents and takes any other measure;
g. ensures that no certificate or report nor any part thereof is used in a misleading manner;
h. if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety

i. in making reference to it's process certification in communication media such as documents, brochures or advertising, complies with the requirements of the certification body as applicable;
j. uses the certification mark only on retail packs it has found to comply with the requirements if applicable;
k. applies a mark to each certified produce, or to produce packaging, or on information accompanying each produce if applicable;
l. keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to the certification body when requested, and
    i. takes appropriate action with respect to such complaints and any deficiencies found in produces, processes or services that affect compliance with the requirements for certification;
    ii. Document the actions taken.
    iii. Verification by the certification body of (l) is performed only when certification scheme mandates it.
m. The client shall inform the certification body, without delay, of matters that may affect ability to conform to the certification requirements.

2.5 Responsibility for certification decisions

2.5.1 The certification body shall be responsible for and shall retain authority for its decisions relating to certification. This includes the granting, maintaining, recertifying, extending, reducing, suspending and withdrawing of certification.

2.5.2 The certification body shall only grant authority to make a certification decision, or any decision in the handling of complaints and appeals, to an individual or group that is impartial with respect to the produce.

2.6 Management of impartiality

2.6.1 The certification body shall have top management commitment to impartiality.

2.6.2 The certification body shall make a publicly available statement that it understands the importance of impartiality in carrying out its certification activities manages conflict of interests and ensures the objectivity of its certification activities.

2.6.3 The body shall identify risks to its impartiality on an ongoing basis. This shall include those risks that arise from its activities, or from its relationships, or from the relationships of its personnel. A relationship that threatens the impartiality of the certification body can be based on ownership, governance, management, personnel, shared resources, finances, contracts, marketing and payment of a sales commission or other inducement for the referral of new clients, etc. However, such relationships do not necessarily present a body with a risk to impartiality.

2.6.4 If a risk to impartiality is identified, the body shall be able to demonstrate how it eliminates or minimizes such risk.

2.6.5 When a relationship poses an unacceptable threat to impartiality (such as a wholly owned subsidiary of the certification body requesting certification from its parent or the same when the certification body belongs to a corporation or holding and other parts of it, the requests for certification to its related certification body), then certification shall not be provided.

2.6.6 Certification bodies shall document how they manage their certification business and any other activities so as to eliminate actual conflict of interest and minimize any identified risk to impartiality. This information shall be made available to the mechanism specified in the documentation shall cover all potential sources of conflict of interests that are identified, whether they arise from within the certification body or from the activities of other persons, bodies or organizations.

2.6.7 The certification body and any group within its control or personnel employed or contracted, in an organization within its control shall not offer or provide consultancy on the product that it certifies.

2.6.8 The certification body and any group within its control or personnel employed or contracted, in an organization within its control shall not offer or provide in-house training to prospective applicants on the aspects that it certifies.

2.6.9 The certification body is allowed to explain its findings and/or clarify the requirements of the normative documents but shall not give prescriptive advice or consultancy as part of an evaluation. This does not preclude normal exchange of information with the clients and other interested parties or the provision of different determination activities e.g. inspection, testing, audit, required for specific product certification schemes which is considered acceptable.

2.6.10 The certification body and (and any group within its control; or personnel, employed or contracted, in an organization within its control or organizational control) shall not offer or provide internal management system evaluations to the client or other legal entities involved in the certification process in those schemes that require the client or other legal entities involved in the certification process to perform internal management system evaluations. This also applies to that part of government identified as the certification body.

2.6.11 The certification body shall not certify for VCS-I-ABS on which a client has received consultancy or internal evaluations, where the relationship between the consultancy organization and the certification body poses an unacceptable threat to the impartiality of the certification body. Allowing a minimum period of two years to elapse following the end of the consultancy is one way of reducing the threat to impartiality to an acceptable level.

2.6.12 The certification body's activities shall not be marketed or offered as linked with the activities of an organization that provides consultancy. The certification body shall take action to correct inappropriate claims by any consultancy organization stating or implying that certification would be simpler, easier, faster or less expensive if the certification body were used. A certification body shall not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organization were used.

2.6.13 To ensure that there is no conflict of interests, personnel who have provided consultancy for, or been employed by a client, including those acting in a managerial capacity, shall not be used by the certification body to make a certification decision nor resolution of a complaint or appeal for that client within two years following the end of the consultancy or employment.

2.6.14 The certification body shall take action to respond to any threats to its impartiality arising from the actions of other persons, bodies or organizations

2.6.15 All certification body personnel, either internal or external, or committees, who could influence the certification activities, shall act impartially and shall not allow commercial, financial or other pressures to compromise impartiality.

2.6.16 The certification body shall not provide any service to the clients other than third party conformity assessment.

2.7 Mechanism for safeguarding impartiality

2.7.1 The certification body shall safeguard the impartiality of its activities and shall provide for an Impartiality Committee mechanism through which significantly interested parties like producer, suppliers, users, consumers and conformity assessment experts, can provide input on:

2.7.2 the policies and principles relating to the impartiality of its certification activities,

2.7.3 counteracting any tendency on the part of a certification body to allow commercial or other considerations to prevent the consistent impartial provision of certification activities,

2.7.4 matters affecting impartiality and confidence in certification, including openness and public perception

2.7.5 The terms of reference, duties, authorities and responsibilities of the mechanism shall be formally documented to ensure:

2.7.6 representation of a balance of interests such that no single interest predominates (internal or external personnel of the certification body are considered to be a single interest, and shall not predominate),

2.7.7 access to all the information necessary to enable it to fulfill all its functions (see2.6.6)

2.7.8 If impartiality is not being achieved by the certification body, the mechanism will be authorized to take appropriate action (e.g. informing authorities, accreditation bodies, and stakeholders). In taking appropriate action, the confidentiality requirements of 2.19 relating to the client and certification body shall be respected.

2.7.9 Although every interest cannot be represented in the mechanism, a certification body shall identify and invite key interests.

2.7.10 The meetings of the Impartiality Committee may be witnessed by NMPB/NABCB and/or they may seek representation on the same which shall be provided by the Certification body.

2.8 Liability and financing

2.8.1 The certification body shall have the financial stability and resources required for the operation of the certification system.

2.8.2 The certification body shall evaluate the risks arising from its certification activities and that it has adequate arrangements (e.g. insurance or reserves) to cover liabilities arising from its operations.

2.8.3 The certification body shall together with its senior executive and staff, be free from any commercial, financial and other pressures which might influence the results of the certification process

2.9 Resource requirements

2.9.1 Competence of management and personnel

2.9.1.1 The certification body shall have processes to ensure that personnel have appropriate knowledge of the BDA 2002 and related regulations and guidelines. The personnel should have knowledge of medicinal plant produce, process and produce certification, VCS-I-ABS standards, related normative references and relevant Regulations for the produce for which certification is being offered.

2.9.1.2 It shall determine the competence required for each technical area of harvesting (collection and cultivation), activities of the entity and for each function in the certification activity.

2.9.1.3 It shall determine the means for the demonstration of competence prior to carrying out specific functions.

2.9.1.4 In determining the competence requirements for its personnel performing certification, the certification body shall address the functions undertaken by management and administrative personnel in addition to those directly performing evaluations, and certification activities.

2.9.1.5 The certification body shall have access to the necessary technical expertise for advice on matters directly relating to certification for technical areas in which the certification body operates. Such advice may be provided externally or by certification body personnel.

2.9.2 **Personnel involved in the certification activities**

2.9.2.1 The certification body shall have, as part of its own organization, personnel having sufficient competence for managing the elements of the certification scheme.

2.9.2.2 The certification body shall employ, or have access to, a sufficient number of evaluators and technical experts to cover all of its activities and to handle the volume of certification evaluations performed.

2.9.2.3 The certification body shall make clear to each person concerned their duties, responsibilities and authorities.

2.9.2.4 The certification body shall have defined processes for selecting, training, formally authorizing evaluators and for selecting technical experts used in the certification activity. The initial competence evaluation of an evaluator shall include a demonstration of applicable personal attributes and the ability to apply required knowledge and skills during evaluations, as determined by a competent evaluator or observing the evaluator conducting an evaluation. (See cl. 2.9.2.16 for competence requirements of evaluators)

2.9.2.5 The certification body shall have a process to achieve and demonstrate effective evaluation.

2.9.2.6 The certification body shall ensure that evaluators (and, where needed, technical experts) are knowledgeable of its evaluation processes, certification requirements and other relevant requirements. The certification body shall give evaluators and technical experts access to an up-to-date set of documented procedures giving instructions and all relevant information on the certification activities.

2.9.2.7 The certification body shall identify training needs and shall offer or provide access to specific training to ensure its evaluator, technical experts and other personnel involved in certification activities are competent for the functions they perform.

2.9.2.8 The group or individual that takes the decision on granting, maintaining, renewing, extending, reducing, suspending or withdrawing certification shall understand the applicable standard and certification requirements, and shall have demonstrated competence to evaluate the processes and related recommendations of the evaluation team.

2.9.2.9 The certification body shall ensure the satisfactory performance of all personnel involved in the evaluation and certification activities. There shall be documented procedures and criteria for monitoring and measurement of the performance of all persons involved, based on the frequency of their usage and the level of risk linked to their activities. In particular, the certification body shall review the competence of its personnel in the light of their performance in order to identify training needs.

2.9.2.10 The documented monitoring procedures for evaluators shall include a combination of onsite observation, review of evaluation reports and feedback from clients or from the market and shall be defined in documented requirements drawn up in accordance with the relevant guidance provided in ISO 19011. This monitoring shall be designed in such a way as to minimize disturbance to the normal processes of certification, especially from the client's viewpoint.

2.9.2.11 The certification body shall periodically observe the performance of each evaluator on-site. The frequency of on-site observations shall be based on need determined from all monitoring information available.

2.9.2.12 The personnel performing the application review shall be qualified for their understanding of the certification criteria, regulatory requirements, evaluation methods and the certification scheme.

2.9.2.13 The personnel performing the certification decision shall be qualified for their understanding of the certification criteria, certification scheme and their ability to correctly grant or expand the scope of certification (if a scope of certification is used) on the basis that the evaluation activities, information and results are a demonstration of fulfilment of requirements of the certification criteria in accordance with the certification scheme.

2.9.2.14 **Competence of evaluators** - Every person undertaking medicinal plant produce certification evaluations must have the appropriate qualification, training, experience and skills to perform an evaluation against the relevant criteria for certification.

a. Education- The certification body shall ensure that evaluators have the knowledge corresponding to a post-secondary education in agriculture/forestry/Botany including knowledge of basic processes pertaining to the Scheme. The education includes courses in agriculture in which they conduct evaluation of medicinal plant produce. An appropriate higher educational qualification such as a degree or diploma in agriculture and understanding of business management is acceptable.

b. Work Experience- The evaluators shall have at least 5 years of full time post qualification experience with agricultural produce handling and or business management including at least two years of work in quality assurance within agricultural produce handling, retailing, inspection or enforcement, or the equivalent in a business environment.

c. Evaluator training- The certification body shall ensure that evaluators have successfully completed training in audit techniques based on ISO 19011.

d. Evaluation Experience – The certification body shall ensure that within the last three years the evaluator has performed at least 10 evaluations in at least 5 organizations for agricultural produce or any other process related certification as an observer/trainee, under the leadership of a qualified evaluator and this demonstration has met with acceptance of the qualified evaluator. The time spent by the observer/trainee shall not count towards time spent on evaluation.

For the first time qualification, an ISO 9001/ /GAP audit experience or inspection experience in either agriculture or plantation crops is acceptable.

2.9.3 **Use of individual external evaluators and external technical experts**

2.9.3.1 The certification body shall normally not use external evaluators except in exceptional situations with a recorded justification. It may however use external technical experts. It shall require external evaluators and technical experts to have a written agreement by which they commit themselves to comply with applicable policies and procedures as defined by the certification body. The agreement shall address aspects relating to confidentiality and to independence from commercial and other interests. It shall require the external evaluators and external technical experts to disclose any relationship or situation which may pose a risk to the impartiality of the certification body and notify the certification body of any existing or prior association with any organization they may be assigned to evaluate.

2.10 Outsourcing

2.10.1 The CB shall not outsource any activity other than testing.

2.10.2 When the certification body outsources testing, the body doing the outsourced work shall meet the applicable requirements of ISO/IEC 17025 and shall be NABL accredited or evaluated by the CB for compliance to ISO 17025.

2.11 Selection of the evaluation team

2.11.1 The evaluation team shall comprise of duly qualified evaluators meeting the competence requirements prescribed above. The CB shall ensure the competence of the evaluation team. The evaluation team shall have appropriate knowledge of the medicinal plant produce, the process and the relevant business practices adopted.

2.11.2 The Certification body shall identify and provide the competence needed to perform the Initial Evaluation of the applicant at site considering the processes employed by the entities.

2.11.3 A Technical expert shall be a part of every Evaluation Team where the process have been identified as highly technical, for ensuring the competence of the evaluation team.

2.12 Determination of evaluation time

2.12.1 The certification body shall have documented procedures for determining time required for on site evaluation. The on site evaluation time determined by the certification body, and the justification for the determination, shall be recorded. In determining the on site evaluation time, the certification body shall consider, among other things, the complexity of operations and the number of products offered for certification.

2.12.2 The certification body shall not carry out any on site evaluation of duration lesser than one day. This includes all evaluations including those for surveillance, extension of scope etc.

2.13 Publicly available information

2.13.1 The certification/inspection body shall maintain a website for providing information about its services.

2.13.2 The certification body shall maintain and make publicly accessible, or provide upon request, information describing its evaluation processes and certification processes for granting, maintaining, extending, renewing, reducing, suspending or withdrawing certification, and about the certification activities and geographical areas in which it operates.

2.13.3 Information provided by the certification body to any client or to the marketplace, including advertising, shall be accurate and not misleading.

2.13.4 The certification body shall make publicly available a directory of clients including applicants and provide as minimum, information on name, address, contact details, scope of certification, and status of certificate.

2.13.5 The certification body shall make publicly available the list of suspended/withdrawn certificates.

2.14 Certification documents

2.14.1 The certification body shall provide certification documents to the certified client by any means it chooses.

2.14.2 The effective date on a certification document shall not be before the date of the certification decision.

2.14.3 The certification document(s) shall identify the following:

a. the name and geographic location of each client who have been certified under the product certification scheme ;
b. the dates of granting, extending or renewing certification;
c. the expiry date or recertification due date consistent with the recertification cycle; d) a unique identification code;
d. the certification criteria document, including issue number and/or revision, used for evaluation of the certified client and the products ;

e. the scope of certification with respect to product , as applicable at the site;
f. the Certification mark for which certified;
g. the name, address of the certification body,
h. other marks (e.g. accreditation symbol) may be used provided they are not misleading or ambiguous;
i. any other information required by the certification criteria document used for certification;
j. in the event of issuing any revised certification documents, a means to distinguish the revised documents from any prior obsolete documents.

2.15 Directory of certified clients

2.15.1 The certification body shall maintain and make publicly available a directory of valid certifications that as a minimum shall show the name, relevant certification criteria (normative document), scope and geographical location (e.g. city and country) for each certified client.

2.16 Reference to certification and use of marks

2.16.1 The certification body shall ensure that the applicants are not applying the Certification mark on products prior to certification.

2.16.2 The certification body shall ensure that the Certification mark is affixed only to produce covered under the scope of the certificate.

2.16.3 The certification body shall ensure that the size, colour of the Certification mark is as prescribed.

2.16.4 The certification bodies shall monitor the usage and application of the Certification Mark(s) by the clients.

2.16.5 The certification body shall not allow the accreditation mark to be used on products.

2.17 Confidentiality

2.17.1 The certification body shall, through legally enforceable agreements, have a policy and arrangements to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on its behalf.

2.17.2 The certification body shall inform the client, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, shall be considered confidential.

2.17.3 The certification/inspection body shall provide previous reports and/details to other certification/inspection bodies in case of change of certification/inspection bodies. It shall inform the client that in case of change of certification/inspection body, it shall provide information to other certification/inspection bodies, as required under this Scheme.

2.17.4 Except as required in this document, information about a particular client or individual shall not be disclosed to a third party without the written consent of the client or individual concerned. Where the certification body is required by law to release confidential information to a third party, the client or individual concerned shall, unless regulated by law, be notified in advance of the information provided.

2.17.5 Information about the client from sources other than the client (e.g. complainant, regulators) shall be treated as confidential, consistent with the certification body's policy.

2.17.6 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the certification body's behalf, shall keep confidential all information obtained or created during the performance of the certification body's activities.

2.17.7 The certification body shall have available and use equipment and facilities that ensure the secure handling of confidential information (e.g. documents, records).

2.17.8 When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), the certification body shall inform its client of this action.

2.18 Information exchange between a certification body and its clients

2.18.1 Information on the certification activity and requirements- The certification body shall provide and update clients on the following:

a. a detailed description of the initial and continuing certification activity, including the application, initial evaluation, surveillance evaluation, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification;
b. the certification criteria defined by the standard for certification to clients whose produce has been certified;
c. information about the fees for application, initial certification and continuing certification;
d. the certification body's requirements for prospective clients i) to comply with certification requirements,
    i. to make all necessary arrangements for the conduct of the on site evaluations, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints, and
    ii. to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee evaluators);
e. documents describing the rights and duties of certified clients, including requirements, when making reference to its certification in communication of any kind;
f. information on procedures for handling complaints and appeals.

2.18.2 Notice of changes by a certification body - The certification body shall give its certified clients due notice of any changes to its requirements for certification. The certification body shall verify that each certified client complies with the new requirements.

2.18.3 Notice of changes by a client - The certification body shall have legally enforceable arrangements to ensure that the certified client informs the certification body, without delay, of matters that may affect the capability of the clients system to continue to fulfil the requirements of the standard used for certification. These include, for example, changes relating to

a. the legal, commercial, organizational status or ownership,
b. organization and management (e.g. key managerial, decision-making or technical staff), c) production sites,
c. scope of operations under certification, and
d. major changes to the production unit and processes.

2.19 Transfer of Certification

2.19.1 Certificates granted by an approved CB are eligible for transfer to another approved CB.

2.19.2 Transfer should normally only be of a current valid accredited certificate but, in the case of a certificate issued by a certification body that has ceased trading, or that has had its accreditation withdrawn, the accepting certification body may, at its discretion, consider such a certificate for transfer on the basis described in this guidance.

2.19.3 The accepting Certification body shall ascertain the reasons for seeking a transfer, establish that the client's certified activities fall within the accredited scope of the accepting certification body.

2.19.4 The accepting certification body shall verify the validity of certification, status of outstanding nonconformities with the issuing certification body unless it has ceased trading. Outstanding nonconformities should be closed out, if practical, with the issuing certification/registration body, before transfer. Otherwise they should be closed out by the accepting certification/registration body.

2.19.5 Certificates which are known to have been suspended or to be under threat of suspension should not be accepted for transfer.

2.19.6 The accepting certification body shall issue a certificate, dated from the date of completion of the review, following the normal decision making process.

3. Obligations of the product certification body approved under the Scheme

3.1 The approved product certification body shall commit to fulfill continually the requirements for approval set by National Medicinal Plant Board, Department of Ayush for the areas where approval is sought or granted.

3.2 The approved product certification body shall claim approval only with respect to the scope for which it has been granted accreditation.

3.3 The approved certification body shall not use and permit the use of the Mark in such a manner as to bring National Medicinal Plant Board, Department of Ayush or QCI into disrepute.

3.4 The approved certification body shall inform without delay, any significant changes relevant to its accreditation, in any aspect of its status or operation relating to;

a. its legal, commercial, ownership or organizational status, b) the organization, top management and key personnel, c) main policies,
b. resources and premises,
c. scope of accreditation, and
d. other such matters that may affect the ability of the CB to fulfill requirements for accreditation.

Section 6

Rules for use of Certification Mark

Rules of use of Certification Mark

1. Purpose

1.1 Industries that have been certified under the VCS-I-ABS Scheme by the QCI approved certification bodies or by an NABCB accredited CB are allowed to use the Certification Mark. The certified entities are required to enter into a written contract with QCI, the Scheme Owner, that guides the use of the VCS-I-ABS Scheme Certification Mark. The Certification Mark is annexed at Annex 6 a.

1.2 This document describes the rules for use of the Certification Mark for VCS-I-ABS by the certified VCS-I-ABS entities.

1.3 The Certification Mark is a protected mark owned by QCI, indicating that the VCS-I-ABS Entities are in conformity with specified certification criteria under the scheme. The "Certification Mark" is also commonly known as a "Logo", however for the sake of aligning it with the international requirements the same will henceforth be referred to as the "Mark".

2. Scope

2.1 This document covers requirements for use of the Mark with respect to certified VCS-I-ABS as per the requirements of VCS-I-ABS.

3. Prerequisites for VCS-I-ABS Scheme Certification Mark

3.1. The VCS-I-ABS entities that have been certified under the Scheme by NABCB accredited certification bodies/QCI approved certification bodies, are eligible to use VCS-I-ABS Scheme Certification Mark.

3.2. As per the contract between the Scheme owner (QCI) and the certification body, the certified VCS-I-ABS entities shall be required to formally sign an agreement with QCI for the use of VCS-I-ABS Scheme Certification Mark. Soon after the certification, the certified organization shall sign the contract with QCI in the prescribed format.

3.3. The applicants shall submit their applications for the use of Certification Mark in the prescribed format enclosed vide Annexure I. Soon after the VCS-I-ABS certification, the VCS-I-ABS entities shall sign an agreement with QCI in the prescribed format. This process shall be facilitated by the QCI approved / NABCB accredited certification body.

3.4. The QCI approved / NABCB accredited certification body shall make provision for the same in its system for certification under VCS-I-ABS Scheme and shall make this requirement a part of its legally enforceable contract with the certified client.

3.5. The certified VCS-I-ABS entities shall sign a legally enforceable agreement with QCI in the format enclosed vide Annexure II, based on which it will be allowed to use the Certification Mark.

4. VCS-I-ABS Scheme Certification Marks and Certificate

4.1 A combination of products (formulations) and parts (ingredients), which each comply with applicable certification criteria for CS-I-ABS, does not always constitute a finished product that has to comply itself as a whole with certification criteria for CS-I-ABS. However, in some cases, a combination of different products and parts formulated or put together by the same person is considered as one finished product which has to comply with the certification criteria for VCS-I-ABS as such, the entities of VCS-I-ABS is responsible for ensuring that the VCS-I-ABS model complies with the all the requirements of the certification criteria for VCS-I-ABS. The fact that in products (formulations) and parts (ingredients) are duly certified by a Certification Mark under any certification marking scheme towards compliance to BDA and additional requirements of the VCS-I-ABS, does not automatically guarantee that the finished product also complies.

Any entity that undergoes an additionality of scope need to apply for the VCS-I-ABS to QCI by keeping NBA informed about the changes and will deposit the required benefit sharing for the additional ingredient and will then only be allowed to use the logo in the retail pack.

The certification marking under for is a key indicator (but not proof) of a product's compliance with certification criteria for VCS-I-ABS Scheme.

In this scheme, one or more samples of the product are subjected to the determination activities. A certificate of conformity or other statement of conformity (e.g. a letter) is issued for the product type, the characteristics of which are detailed in the certificate or a document referred to in the certificate. Subsequent production items are covered by the certification body's attestation of conformity.

The products **(formulations)** and parts **(ingredients)** are representative of subsequent production items which could be referred to by the entities as being manufactured in accordance with the scope of the Scheme.

The certification body may grant to the entities the right to use the certificate as a basis of compliance.

The VCS-I-ABS entities may apply for Certification Mark as available under the VCS-I-ABS Scheme as detailed in Para 2.1.

4.2 The Certification Mark may be used as any photographic reduction or enlargement. The colour scheme of the Marks shall be the same as described below. Different combination of the colour scheme shall not be used.

4.3 The certified VCS-I-ABS manufacture shall be issued a certificate by the certifying certification body which carries the appropriate mark.

5. Conditions for use of VCS-I-ABS Scheme Certification Mark

5.1 Following conditions shall apply for use of VCS-I-ABS Scheme Certification Mark

a. The certified VCS-I-ABS entities shall sign a legally enforceable agreement with the Scheme Owner, QCI whereby it is allowed to use the Certification mark after agreeing to all the relevant conditions as described in this document.
b. The certified VCS-I-ABS entities shall pay an annual fee to QCI, for the use of VCS-I-ABS Scheme Certification Mark as prescribed from time to time. This payment shall be made to its certification body for onward submission to QCI.

c. The Certification Mark may be used in publicity material, pamphlet, letterheads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme, the Certification Mark, etc.
d. The VCS-I-ABS entities may also use the VCS-I-ABS certificate issued by the certification body as part of publicity material.
e. While using the above documents care shall be taken to ensure that the Mark is used only with respect to the VCS-I-ABS entities certified and it shall not give the impression that the non-certified, other than certified scope of CS-I-ABS, products from offices are not included in scope or a related company are also certified.
f. The certified VCS-I-ABS entities shall not make any misleading claims with respect to the Certification Mark.
g. It shall not use the Certification Mark in such a manner as to bring the Scheme Owners or QCI or NAB and its constituent bodies (SSB/BMC), into disrepute.
h. In case the Certification Mark is observed to be used by a certified VCS-I-ABS entity contrary to the conditions specified, suitable actions shall be taken by the certification body in accordance with the relevant requirements of ISO 17065 and those specified in the documents "VCS-I-ABS Certification Scheme Certification Process" and "VCS-I-ABS Certification Scheme Requirements for Certification Bodies".
i. Depending upon the extent of violation, suitable actions may range from advice for corrective actions to withdrawal of certification especially in situations of repeated violations. In case the certified VCS-I-ABS entities does not take suitable action to address the wrong use of the Certification Mark, the certification body may suspend/withdraw the certification.
j. If a certified entities certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified entities' responsibility to discontinue the use of the Certification Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force. The certification bodies that have certified the VCS-I-ABS entities needs to ensure compliance as stated above.
k. The certified entities, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form.
l. The certified entities, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.
m. The retail products may carry the ABS logo only when 70% of the ingredients are sourced from ABS compliant business entities. In certain cases, the NBA may declare a list of species of importance which, if part, of the ingredient may be considered for allowing the logo irrespective of its percent in the total composition of the formulation.
n. In certain cases, where the ingredient is less than 70%, the certification body shall document the composition to give a rational for approving the logo by referring to the classical text.
o. The ABS logo while will be uniform for all ABS compliant business entities, there will be a provision to declare the percent of ingredients that is the part of the product composition.

6. Process for Signing of Contract Between QCI and the Certified VCS-I-ABS entities

6.1 Once the VCS-I-ABS entities is certified by the QCI approved/ NABCB accredited certification bodies, the certification body shall require the certified VCS-I-ABS entities to fill up in duplicate the contract form, template for which is enclosed in Annexure I to this document.

6.2 The certification body shall forward the filled contract form to QCI, for the purpose of signing and completing the contract formalities. Along with the contract form, the relevant certification body shall also forward the details of the certified entities, covering as a minimum the following information:
a. Name and address of the certified entities.
b. Legal entity Status (with evidence).

c. Names of the top management/ownership details.
d. Details of the Certification granted – number, validity, etc.
e. scope of certification granted to the certified entities.

Any other significant detail as considered relevant.

The certification body shall also forward the copy of the draft certification document it intends to issue to the certified Entities.

6.3 Upon receiving the signed contract form from QCI, the certification body shall issue the certificate, inform the certified VCS-I-ABS entities regarding permission to VCS-I-ABS using the VCS-I-ABS Scheme Certification Mark and also forward the signed contract form to them. The certification validity shall commence from the day the contract with QCI is signed.

6.4 The annual fee for use of VCS-I-ABS Scheme Certification Mark from the certified VCS-I-ABS entities to be submitted to QCI.

6.5 The certification body shall also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc.

6.6 The contract between QCI and the certified agency shall be valid as long as the entity holds valid certification under the VCS-I-ABS Scheme or unless otherwise advised to do so.

ANNEXURE I: Format for Application

APPLICATION FOR PERMISSION TO USE THE CERTIFICATION MARK

1	Name of the applicant	
2	Address	
3	Telephone No.	
4	Mobile No.	
5	Email	
6	Organization Details	
7	Purpose of Usage	
8	Name of VCS-I-ABS (for which Certification Mark is to be applied)	
9	Signature and Date of authorised QCI personnel	

ANNEXURE II: Format for the agreement between QCI and the certified VCS-I-ABS Entities for use of VCS-I-ABS Scheme Certification Mark

AGREEMENT FOR USE OF VCS-I-ABS CERTIFICATION MARK

M/s _____ (hereinafter referred to as **certified entity**) situated at _____ has applied to M/s. Quality Council Of India, 2nd Floor, Institution of Engineers Building, 2, Bahadur Shah Zafar Marg, New Delhi - 110002, India (hereinafter referred to as **QCI**), for permission to use **VCS-I-ABS Scheme Certification Mark** for the offices for which it has received certification from the _____(name of certification body) approved by QCI under the **Certification Scheme for VCS-I-ABS** (hereinafter referred to as the Scheme) owned by the QCI.

This agreement is entered in connection with granting of permission to use the certification mark by QCI under the following terms and conditions agreed upon:

1. GENERAL CONDITIONS

1.1. The applicant (certified entity) agrees to comply at all times with the requirements of the Scheme as applicable presently and as amended from time to time. The applicant shall also agree to pay the Annual fee to QCI, through its certification body.

1.2. The applicant shall agree to comply with conditions of the certification as per its contract with the certification as well as QCI as contained in this contract.

1.3. This Scheme aims to certify the VCS-I-ABS entities for their ability to meet the applicable Certification Scheme for VCS-I-ABS certification requirements.

1.4. The applicant may use the Certification Mark in publicity material, pamphlet, letter heads, other similar stationary; media for exchange of any communication, for promoting the awareness of the scheme, the Certification Mark, etc.

1.5. The applicant may also use the VCS-I-ABS Scheme certificate issued by the certification body as part of publicity material.

1.6. The applicant, however agrees to take care, while using the above documents to ensure that the Mark is used only with respect to the VCS-I-ABS entities and it shall not give impression that the non-certified, other than certified scope products, product from offices not included in scope or a related company are also certified.

1.7. The applicant agrees to use the VCS-I-ABS Scheme Certification Mark only with respect to the VCS-I-ABS entities covered under certification granted to it and will continue to comply with the certification criteria.

1.8. The applicant agrees that it would always fulfil the certification requirements as per the existing Scheme and as modified from time to time and shall use the certification mark only during the validity period of the certificate and when its QCI approval is valid.

1.9. The applicant agrees not to make use of the **VCS-I-ABS Scheme Certification Mark** or name of QCI which could be misleading or unacceptable to QCI.

1.10. The applicant agrees to make claims of certification only for the scope which are specifically covered under certification.

1.11. The applicant agrees not to use the marks in such a manner that would bring QCI or the Scheme into disrepute and/or lose public trust.

1.12. The applicant agrees to inform QCI in writing of any significant changes in the applicant's name, ownership or location for which the applicant has obtained the certification.

1.13. The applicant shall inform QCI, without delay, of matters that may affect its ability to conform to the certification requirements.

1.14. The applicant agrees to provide any information sought by QCI regarding operation of the Scheme by the applicant.

1.15. The applicant agrees that its name, location and the scope of certification is included in the directory maintained and published by QCI.
1.16. The applicant agrees for the conduct of announced/ unannounced / decoy assessments in order to verify the compliance of the applicant with reference to the use of the Mark as allotted to it and with respect to the complaints received by QCI about the applicant and to pay such charge within the time as communicated by QCI.
1.17. The applicant agrees to discontinue the use of the Certification Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force.
1.18. Upon suspension or withdrawal/cancellation of its certification, the applicant shall discontinue use of all advertising material referring to the use of certification marks with immediate effect and submit a declaration to this effect to QCI. It shall also refrain from making claim in any form regarding the certification under the VCS-I-ABS scheme.

2. OTHER REQUIREMENTS

2.1. This agreement is entered for a period of the validity of the certification and shall be in force from the date of signing of this agreement.
2.2. All correspondence of QCI shall be in writing and shall be deemed to have been served/made when sent by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any change as subsequently communicated to QCI by the client in writing under QCI acknowledgement.
2.3. In case of any disputes/issues, the applicant agrees to go through the Appeal procedure under the Scheme and accepts its decision as final.
2.4. The applicant agrees to indemnify QCI in case of any loss or liability incurred by QCI in connection with the Scheme or misuse of mark(s) by the applicant.
2.5. Disputes, if any, arising out of the terms and conditions of the agreement between QCI and the applicant, shall be governed by Laws of India and subject to the jurisdiction of competent courts located in Delhi.
2.6. The applicant shall nominate the chief executive or an authorized signatory for the agreement as the point of contact with QCI.
2.7. **The applicant hereby accepts and agrees with the above terms as documented in this agreement.**

1. Signature : _____

Name of Applicant : _____

(**the chief executive of the organization or an authorized signatory**)

Title : _____

Address : _____

_____

_____

Date : _____

2. Quality Council of India

QCI hereby accepts the above application and agrees to the terms thereof.

Authorized Signatory : _____

Name : _____

Title : _____

Date : _____

CONCEPT NOTE

This Access and Benefit Sharing or ABS Logo symbolizes the legal framework for the effective implementation of fair and equitable sharing of benefits arising out of utilization of genetic resources (GR) and associated traditional knowledge (ATK). In addition to the compliance obligations, the ABS logo reflects the new initiative to incentivize the ABS process for both the users and conservers of the GR and ATK.

THE LOTUS  =

The graphic of a plant depicts the biological/medicinal values and the lotus leaf symbolizes both enlightenment and deep-rooted Indian cultural ethos.

THE HANDS AND FINGERS  =

The hands and fingers reflect both care and protection provided by the users and conservers of the genetic resource. They also reflect progress, innovation and resource sustainability.

THE CIRCLE  =

The circle or circular shape highlights the 360-degree holistic approach the ABS process besides stressing on inherent fair and equitable sharing of benefits.

THE ACRONYM ABS ABS =

The acronym ABS provides support and balance to the overall logo. It also contributes to the 'recall value' of the Access and Benefit Sharing process, as it is also widely known by this acronym.

Original

Reverse

Reverse

COLOUR PALETTE

Used colour scheme in creating the logo are:

CMYK	40, 65, 90, 35	89, 30, 100, 21	85, 10, 100, 10	50, 23, 100, 0	20, 0, 100, 0	0, 0, 0, 12
RGB	117, 76, 41	5, 113, 58	0, 148, 68	145, 165, 61	215, 223, 35	230, 231, 232
COLOUR CODE	#414042	#05713A	#009444	#91A53D	#D7DF23	#E6E7E8

FONTS

Fonts used in the creation of logo are:

ABS

Futura
Condensed Medium

ACCESS & BENEFIT SHARING

Abel Regular

Section 7

Portfolio of Incentivisation

Portfolio of Incentivisation

1. Scope

1.1 The scope of the voluntary certification scheme for Incentivisation of ABS embraces Bio-Resources and/or associated knowledge-based businesses that have been approved by NBA for access of the biological resources.

1.2 The entities shall be assessed based on the stated criteria for incentivisation as approved by the NBA.

1.3 The portfolio of incentivisation will be offered to the entities that have been approved for access to Bio-resources by assessing various principles mentioned in the certification criteria for incentivisation.

1.4 The objective of the certification is to incentivise the entities for showing care and compassion for the communities from where they are utilizing Biological Resources belonging to the indigenous and/or local communities in addition to the provisions of the Act. This will enhance the overall quality of life of the communities.

2. Background

2.1 Since the dawn of civilization several thousands of years ago, humans have used their intellect to examine and understand the usage of biological (genetic) resources available in their environment. The knowledge acquired through the use of the Biological/genetic Resources was nurtured carefully, as it was vital for survival.

2.2 With globalization and promotion of trade, these commodities are of interest in national as well as in international markets. Modern science and technology, if coupled with the Biological/genetic Resources and associated Traditional Knowledge, can provide scientific support to traditional practices, which in turn can generate enormous economic benefits.[4]

2.3 As a matter of fact, multinational companies have been trying to access and undertake research and development activities with the motive of earning a financial profit, mostly without the involvement of the original stakeholder. By doing so, the companies are not only failing to include the traditional community in commercialisation and benefit sharing, but they are also trying to protect their own input by utilizing the existing intellectual property rights which sometimes have elements of traditional knowledge as their patents.

2.4 When such monopolisation turns into reality, holders of traditional knowledge can find themselves suddenly out of reach of their own knowledge. Hence, it is necessary that they are provided with a uniform protection regime for their Biological/genetic Resources and associated Traditional

4 Gargi Chakrabarti & Anand Kr. Singh, Interface of IPR with genetic resources and associated traditional knowledge: International provisions, The NUALS Intellectual Property Law Review, Vol II, 2019-2020, pp. 35-60,

Knowledge with a minimum standard of protection which will be available in legal regimes across the globe.

2.5 There is now a pressing need to have an incentivisation mechanism to encourage the responsible entities to not only abide by the Act and corresponding Rules, but also go beyond for strengthening the Bio-Resources areas that are identified for extraction of genetic and biological resources.

3. The Need

3.1 In the current scenario a protection regime has been consolidated at the international level and implemented at the national level by the State Governments, as they can best assess the needs of the traditional and indigenous communities within the State and can accordingly provide the requisite protection.[5]

3.2 An incentivisation mechanism for biodiversity conservation may be designed for a specific inducement to encourage business entities to conserve biological diversity or to use its components in a sustainable manner which would be in addition to the requirements mentioned as per the regulation.

3.3 The basic aim of setting in place incentives for biodiversity conservation is to motivate entities and the consumers by making it more desirable for them to adopt and choose conservation as the prime motive, rather than to degrade or deplete biodiversity while undertaking economic activities utilising biological resources.

3.4 The incentivisation measures spell out a number of activities required from individuals, institutions and industries, to achieve the goals of conservation.

3.5 It is expected that such an incentivisation measure will provide identification of new opportunities as well as it becomes a carrier for dissemination of information to alike entities favouring compliance to BDA.

3.6 In order to better internalize these values in public policy initiatives and private-sector participation; and finally in creation of incentives for integration of biodiversity concerns in all sectors, all stakeholders should actively contribute in the implementation and follow up.

3.7 Importantly, incentivisation measures will ensure synergy with activities on sustainable use, noting that they are essential elements in developing effective approaches to conservation and sustainable use of biological diversity especially at the level of local communities directly encouraged by entities while not negatively affecting biodiversity and livelihoods.

3.8 In addition, such measures will also contribute towards meeting the targets of the Sustainable Development Goals.

3.9 The whole scheme of incentivisation will ensure capacity building activities for public awareness and effective implementation of the policy intervention.

3.10 The implementation of the incentivisation measures through enhanced sharing of information on good practices, lessons learned, difficulties encountered, root cause analysis, impact assessment and other practical experiences on its implementation will enhance the effectiveness of the whole initiative.

5 Id

3.11 Thematic incentive measures have been considered with direct or indirect sharing of non-monetary benefits to the stakeholders of biodiversity while bringing a green branding for the user industries.

4. The Solution

4.1 In order to devise a system of incentivisation of compliant entities, the National Biodiversity Authority, in consultation with Quality Council of India (QCI), desired to come up with a framework for BDA voluntary incentivisation certification scheme for entities that have been given access to the use of biological resources.

4.2 The Framework, designed and developed by the QCI, fully integrates the provisions of the Act and encourages the approved entities to walk the extra mile for strengthening community institutions and individual livelihoods of the providers (communities - tribals and forest dwellers etc.).

4.3 The design and the development of the scheme is to be carried out through a standardized system to ensure compliance to the requirements stated and also to give businesses the ABS as a strong selling point in the global market.

5. Certification Criteria

Entities approved by NBA are considered as eligible applicants as they have ensured implementation of the Biodiversity Act 2002 and the ABS mechanism. The level of compliance for the non-monetary benefits that will make them eligible for incentivisation are:

Compliance Requirements
The level of compliance shall be established based on the following score:

5.1 Critical – 100% Compliance of all applicable criteria
5.2 Major – 90% Compliance of all of applicable criteria
5.3 Minor – 75%Compliance of all applicable criteria

6. Portfolio of Incentivisation

Following are the list of submissions to NBA for incentivizing the ABS logo:

6.1 **Public Procurement:** The NBA may consider seeking preference for the logo holders in public procurement through the Government e Market Place (GeM). This would mean the businesses may have market advantage with the ABS certification with the assurance of government procurement. This will scale up the market access to ABS logo holders and at times give access to newer markets.

6.2 **Pre-requisite/conditionality for funding:** The funding agencies and governments may prioritize the ABS compliant entities and ABS logo holders for awarding the funding in areas of sustainable access of bio resources, community development as well as in the research and development of genetic resources. This will ensure multi-pronged approach towards the realization of values of ABS, quality development of products by entities and community development. Further, the NBA could consider making it mandatory that any awards or any financial grants to any business entity get itself the ABS logo.

6.3 **Regulator to take cognizance and reduce over-sight:** The NBA and it's constituent bodies may take cognizance of the ABS logo granted to the businesses and reduce their oversight while extending the scope of approval for the businesses regarding the access of biological resources under their jurisdiction. For the compliance of IPR among ABS compliant entities the procedures may be further simplified to reduce the overall duration for same. Acquiring of IPR of patent may be eased out both at NBA and patent office. Relaxation in Form III fee at NBA level may be considered for those who have already entered into an agreement with SBB for Form I.

6.4 **Tool for monitoring and evaluation:** The third-party certification through voluntary certification scheme shall cover the function of regular supervision, monitoring and evaluation in the domain of ABS. This would enable cost saving in terms of eliminating the M&E organizations and the associated costs. The scheme will serve twin purposes with one of certification of entities and second regarding the monitoring and evaluation.

6.5 **Incentives by Government while allocating space in International and National events:** For market promotion and branding of the products having ABS logo and tagline, government to incentivize the business entities through making certain facilitation in international and national events. This may be in terms of provisions such as space(stalls), boarding and lodging, travel fare, etc. to the entities. This will not only promote ABS logo in global markets but also give ABS compliant entities to promote themselves in their efforts to improve quality of life of the communities who are involved as providers.

6.6 **ABS Logo Promotion:** A massive nationwide campaign for promotion of ABS logo undertaken jointly by NBA and Ministry of Consumer Affairs. Communication and awareness events and campaigns may be launched through different media aiming at sensitization on ABS and consequent ABS logo holders and products made thereof. This would ensure visibility of the businesses and their products both locally and globally.

6.7 **Fast tracking ABS logo holders as 'Green Companies':** NBA may consider to recommend the ABS holder entities to be placed as green companies or to be listed in stock exchange as sustainability driven companies. Alternatively, the Ministry of Corporate Affairs or MoEF&CC may make special reference to the ABS holders for giving them due recognition.

6.8 **Reduces the legal burden related to ABS as a 3rd party validation is in place:** Fairness and transparency during implementation of ABS mechanism by the business entities, will establish the honest and transparent business practice and reduce the legal hassle at the same time.

6.9 **Facilitating Regional Trade - SAARC/BIMSTEC/ASEAN region:** Since, the regional groups of countries like SAARC/BIMSTEC/ASEAN are concerned about the sustainable use of the bio-resources and/or traditional knowledge, India's ABS mechanism and the voluntary incentivization will have the potential to enhance more regional trade among those countries. There is a likelihood that SAARC Agriculture Center (SAC) or such appropriate bodies in SAARC and regional trade blocs recognizes the ABS voluntary certification scheme across member nations that will not only instill following up of 'Good Practices' but also facilitate sustainable trade in genetic resources.