

Interpretation Notes Fairtrade Standard for Coffee

Version 15.07.2021_2.8

Date	04 April 2024					
Affected standard	Producer organizations					
requirement	Applies to: Fairtrade producer organizations					
	You demonstrate that you have been an established and active organization for at least two years prior to requesting certification, with administrative, technical, commercial, and financial capacity by providing General Assembly records of the last two years, and a business development plan.					
	If your organization does not export the crop directly, you demonstrate that you are engaged with an exporter.					
	You also demonstrate you have market potential for at least the first two years of Fairtrade certification with a letter of intent from at least one buyer, with formal communication of business engagement with a Fairtrade buyer (importer/roaster); and a business plan agreed between the producer and the Fairtrade buyer (importer/roaster).					
	See the <u>Interpretation note</u> for more information on how the compliance to this requirement will be checked.					
	Guidance: Please note that this requirement complements the SPO requirement 1.1.3 (Established organization), 1.1.4 (Market potential) and 1.1.5 (Collective and democratic decision to join Fairtrade). The business development plan is expected to include all information related to technical assistance capacities and priorities, work plans, membership development plan and information on production and sales estimates. This document can also serve as the business plan, given sale estimates and buyer name are included; demonstrating the aforementioned market potential. The confirmation of the engagement for the required assistance with an exporter is provided, whether already Fairtrade certified or following the requirement for new exporters (see requirement section 1.1.2).					
Interpretation	How should the requirements 1.1.1 for producers in the Fairtrade Standards for					
interpretation	coffee be interpreted when Fairtrade certified SPOs decide to set up new legal entities within the existing structure or divide into complete separate legal entities to be in compliance with the EU organic regulation?"					
	In 2018 the EU published the "Organic Regulation (EU) 2018/848. It has a key section talking about "Groups of operators": Art. 36. Also several secondary acts were published. In the Regulation (EU) 2021/279 "Control" (Jan 2021,) clarifies several conditions for the newly defined concept of "Groups of Operators (GoO)". There are a few elements that are relevant and thus may have an implication for Fairtrade certified organizations. These are:					
	 ✓ Legal entity composed only of organic or in-conversion farmers ✓ All must be within the newly defined farm size or organic turnover limit and ✓ Up to a maximum of 2000 members per Group of Operators are allowed 					
	This might lead to Fairtrade certified SPOs creating new legal entities within the SPO or dividing into separate SPOs to comply with the new organic regulation.					
	In case some members of the SPO decide to create a new legal entity or more for the purpose of managing the Group of Operators and commercialize the product through the original SPO, the Group of Operators structure(s) will not affect the existing					



Fairtrade certification and will not be considered as a new producer organization under Fairtrade Standards.

In cases, where the original SPO decides to split into a new organization(s), taking up responsibilities beyond managing the Group of Operators, including the commercialization of the product and managing the Fairtrade certification, the new organization(s) need to apply for certification and should be exempted of the need to show the documents named in the entry requirement 1.1.1. and instead submit to FLOCERT the following:

- Organic certificate
- The ID of the Fairtrade certified SPO
- The list of members of the original Fairtrade certified SPO and the list of members of the newly created SPO. Whereby at least 90% of the members should also be in the list of the original Fairtrade certified SPO.

The purpose of this is to make sure that Fairtrade certified SPOs are able to continue with their organic certification following the new EU regulations. All other requirements relevant to the SPO certification remain applicable.

Date

22 January 2024

Affected standard requirement

2.2.8 Role of exporters

Applies to: Exporters

Core

Year 0

You define your role as payer or conveyor clearly in the contract. The responsibilities outlined in the Trader Standard regarding the payment and agreement on market price and the price differential for conveyors are explicit in the contract. If acting as a conveyor, you sell directly to a Fairtrade payer.

See the <u>Interpretation note</u> for more information on how the compliance to this requirement will be checked.

Guidance: Please note that this requirement complements Trader Standard requirement 5.2.1 and 5.2.6. In cases where an SPO with export capacity provides an export service to other producer organizations, the role of payer or conveyor also applies.

If acting as a payer, exporters own the Fairtrade coffee and are responsible for all payments including Fairtrade Premium, organic differential and negotiated prevailing differential. The payment should be completed on usual Cash Against Document (CAD) terms.

Interpretation

The Intention of the requirement:

To ensure exporters have a clear and transparent role in the supply chain and their responsibilities are known by the Fairtrade Producer Organisations. As per the requirement 2.2.8 on the Role of exporters of the Coffee Standards, exporters, when acting as premium and minimum price conveyors, shall sell coffee directly to a Fairtrade payer.

The problem statement:

In Colombia, the coffee supply chain is well structured since some years already. The country has two main exporters who act as conveyors. Nevertheless, they have many POs supplying them coffee, from now on refer as cooperatives. Those cooperatives have their own production, but they can also buy Fairtrade coffee from other SPOs, and in such case they act as a trader to the SPO. In this situation the cooperative pays local price for the product and provides services to the SPO, then sells the product to an exporter who sells to an importer that act as the Fairtrade Premium and Price Payer.



This situation is accepted only when a tripartite contract is signed between the SPO, the cooperative (acting as trader), and the exporter, specifying that the exporters (acting as a conveyors of the premium), must directly transmit the premium to the SPO. Also, the cooperatives (acting as traders) will be price conveyors and will have to pay the applicable differentials (e.g. organic and prevailing) and the difference between the local price and price agreed with the Fairtrade price payer, but it cannot be lower than the Fairtrade minimum price.

The tripartite contract must specify the following:

Price paid by the cooperative when purchasing from the SPO.

Price paid by the exporter to the cooperative (acting as trader), breaking down the price agreed, the differentials and premium.

The terms of payment of the Fairtrade Price, differentials and premium, to the SPO from the cooperative and the exporter.

The date on which the settlements will be made (SPO to the cooperative, and the cooperative to the exporter).

Applicable exchange rate for the payments.

Deductions made for the services provided by the cooperative (acting as trader) and the exporter.

Profit margins deducted by both traders.

Amount of coffee sold from the Fairtrade Producer Organisations to the cooperative (acting as trader).

26 September 2024 **Date Affected** 3.1.2 NEW 2026 No deforestation on farms Standard Applies to: Fairfrade producer organizations requirement Core Your members did not cause deforestation or degradation in primary or secondary forests protected areas, and areas of High Conservation Value or Carbon Storage ecosystems to Year 0 convert land into agricultural production areas, since 31st December 2018. Production does not occur in areas officially designated as buffer zones, except where it complies with applicable national law See the Interpretation note for more information on how the compliance to this requirement Guidance: Deforestation is the conversion of forest to other land use or the permanent reduction of the tree canopy cover, area of land cover by forest, below the minimum 10 percent threshold (The Global Forest Resources Assessment, FAO, 2015). A High Conservation Value (HCV) is a biological, ecological, social or cultural value (area) of outstanding significance importance. (A good practice guide for the adaptative management of HCVs, HCV Resource Network, 2018). A protected area is a clearly defined geographical space, recognised, dedicated and managed, through legal or other effective means, to achieve the long term conservation of nature with associated ecosystem services and cultural values (IUCN Definition, Primary forest means naturally regenerated forest of native tree species, where there are no clearly visible indications of human activities, and the ecological processes are not significantly disturbed (EU Regulation 2023/1115, Article 2). A secondary forest (or second-growth forest) is a forest or woodland area which has regenerated through largely natural processes after human-caused disturbances, such as timber harvest or agriculture clearing, or equivalently disruptive natural phenomena (Chokkalingam, U.; de Jong, W. (2001-11-12). "Array - CIFOR Knowledge"). Forest degradation means structural changes to forest cover, taking the form of the conversion of: (a) primary forests or naturally regenerating forests into plantation forests or into other wooded land; or (b) primary forests into planted forests (EU Regulation 2023/1115, Article 2). Carbon storage ecosystems are terrestrial and aquatic ecosystems with a capacity to sequester and store carbon, maintain environmental quality and provide living conditions to plants and animals (SPO standard, req. 3.2.31). Buffer zones are designated areas used to protect sensitive landscape patches (e.g., wetlands, wildlife reserves) from negative external pressures (USDA) The following activities are not considered 'deforestation': When a tree crop is replaced by another (for example cocoa, coffee or fruit tree): Tree management on agro-forestry or home-garden production systems. Your members may identify protected areas with the help of local, regional or national authorities. Please note that this requirement complements SPO Standard requirement 3.2.31 "Protection of forests and vegetation" Interpretation What is the rule and how does it work?



All SPOs certified in Fairtrade coffee are required to provide geolocation data for all farms/members to Fairtrade International according to the formats and templates provided on an annual basis to meet the Standard requirements.

Where there has been no change to the farm size or location, annual data submission can include data collected in prior years.

Where possible the data will be utilised to provide farm-level risk assessments of deforestation and identification of farms in protected areas using deforestation monitoring technology.

The information will be shared with the relevant SPOs.

SPOs may receive a report with the results of the monitoring. This may lead to the identification of one or more deforestation alerts on the SPOs' members' farms. It is the responsibility of the SPO to share deforestation alerts with the relevant member of the SPO.

If an alert is determined to be false, the SPO must dispute the deforestation alert by submitting this information to Fairtrade International within 4 weeks of receiving the alert, using the provided template for alert disputes. If alerts are confirmed to be true, the SPO would need to take corrective actions. SPOs will receive instructions at the same time with the alerts from Fairtrade International on how to document the action taken by the SPO to resolve the alert (SPO submitted an alert dispute, or if the SPO excluded the associated member from the cooperative or taken any other action). SPOs must submit to Fairtrade International the action taken for each alert within 4 weeks of receiving the alert.

Date Affected Standard requirement

26 September 2024

Applies to: Payers and Conveyors

area to inform and support the SPO's mitigation plan.

3.1.5 NEW 2026 Supporting producers to prevent and mitigate deforestation

Core
You support the SPOs you are sourcing from, with their deforestation and forest degradation risk assessment and mitigation plan, to conserve the forest and vegetation.

Year 0

See the Interpretation note for more information on how the compliance to this requirement.

See the Interpretation note for more information on how the compliance to this requirement will be checked.

Guidance: Your support is either direct or through a partnership. It is in the form of funding, data sharing, training, facilitation of partnerships and/or advocacy.

You may share any relevant data including deforestation monitoring data you have on the SPO membership or surrounding

This requirement complement the Trader Standard's requirement 3.3.6, on support with their action plan.

Interpretation

What is the rule?

Payers and conveyors are required to support producers to implement a plan to prevent and mitigate any deforestation and degradation of forest, in order to conserve and restore forest and vegetation.

This support can be direct or through a partnership and in the form of funding, data sharing, training, facilitation of partnerships, advocacy or other ways. Traders may share any relevant data including deforestation monitoring data on the SPO



membership or surrounding area to inform and support the SPO's mitigation activities.

How does it work?

Support to producer organizations is evidenced annually either via direct interventions or via partner initiatives with relevant government agencies, environmental NGOs, traders or similar.

How can a trader fulfil the requirement to support producers with deforestation prevention plans?

- 1. Funding a defined amount paid by a trader to SPOs. The amount can be paid in the following ways.
- Directly to SPOs. The trader will provide the certification body with evidence of payment. Any payment would be valid as meeting compliance for 12 months. The evidence must detail the following: which SPO received the funding; the value; the 12-months period for which the payment was due; and the date it was paid.
- By a trader to another trader for passing onto an SPO. The trader receiving
 the funding must issue a receipt detailing the following: which SPO received
 the funding; the value; the 12-months period for which the payment was due;
 and the date it was paid. This can be submitted as evidence to the
 certification body by the traders.
- 2. Training or other forms of material support a defined training activity or other form of material support provided to specific SPOs.
- Where the trader is delivering the training to the SPO or other forms of material support* the trader must name the SPO and date of training, and the cost of the training, as evidence that the activity was conducted. This could be valid as meeting compliance 12 months from date of training, there is a minimum of one training per year.
- Where a trader has instructed another trader or third party to provide training or other forms of material support to the SPO the trader or third party providing the training must provide the name of the SPO and the date of the training, as well as the cost. This could be valid as meeting compliance 12 months from date of the training. There is a minimum of one training per year.

*Material support can mean assistance with, geolocation data collection or access to geolocation data collected for the trader. This can include supporting SPO with:

- Access to SPOs of high quality satellite deforestation monitoring data.
- The digital collection and management of geolocation data.
- Access digital first mile digital traceability systems
- Ground truthing the validating and where necessary disputing satellite generating deforestation alerts
- Reforestation

3. Advocacy with government

- Advocacy activities must be around tangible actions on how the trader is taking responsibility to prevent and mitigate any deforestation and degradation of forest. The cost of these activities have to be mentioned. As part of the advocacy work, proposals should aim to seek a specific change for the sector to the governments.



There should be a minimum 1 public proposal per year. This could be valid as meeting compliance 12-months from date of communication to the governments. The trader should present evidence to the auditor about the interaction with the governments of the country of production and/or country of consumption.

4. Facilitation of partnerships

 A partnership is where funding or training has been delivered to an SPO via a third party. The trader provides proof of the partnership and related activities. The cost of the activities must be stated.

5. Other ways

Other forms of interventions where quantifiable resources have passed from the trader to the SPO that are not part of the above possible methods. For example, a trader is supporting reforestation of deforested areas in partnership with an SPO. The resources must have a defined monetary value for each year of implementation. There must be evidence from the trader that the SPO has received the resources through confirmation from the SPO.

Date Affected Standard requirement

26 September 2024

3.1.6 NEW 2026 Geolocation data

Applies to: Fairtrade producer organizations

location points or GPS polygons.

Core Year 0

As a minimum you have GPS polygons for farms over four hectares and GPS location points for the farms smaller than four hectares. You identify and prioritize which other farm units should be polygon mapped, based upon area risk of deforestation and adopt a phased approach.

Geolocation data is available for 100% of your members cultivating coffee as GPS

You use the data to further inform your plans to prevent deforestation.

See the <u>Interpretation note</u> for more information on how the compliance to this requirement will be checked.

Guidance: Farm is defined as "area of land used for growing coffee" (Global Coffee Platform, Glossary & Guidance, 2023), which is equivalent to the definition of plot of land by the EU-DR regulation

Interpretation

What is the rule and how does it work?

Geolocation data is available of all plots of land for 100% of their member and farm operator units cultivating Fairtrade certified coffee. The list below describes the types of geolocation data, either geolocation points or polygons, that will need to be submitted:

- Polygon data are required for all farms defined as high risk, see below for definition.
- Polygon data are required for any single plot of farm land growing Fairtrade certified coffee 4 hectares or larger.
- Point or polygon locations are acceptable for any single plot of farm land less than 4 hectares and not defined as high risk.

High risk farms are defined as farms that meet one of these criteria:

 Evidence of deforestation within 500 meters of farm boundary, for example a deforestation alert from deforestation monitoring technology. Where this analysis is provided by Fairtrade International's provider that analysis takes



INTERNATIONAL	,							
precedence over any other.								
	 Farm boundary is within 200 meters of a protected area. 							
Date	26 September 2024							
Affected	3.1.7 NEW 2026 Sharing geolocation data							
standard	Applies to: Payers and conveyors							
requirement	. , , ,							
	Geolocation data is available for 100% of the coffee farms you are sourcing coffee from as GPS location points or GPS polygons. As a minimum you have GPS polygons for coffee farms over four hectares, and GPS location points for coffee farms smaller than four hectares. Year 0							
	You share this data with SPOs so that they can use it to inform their plans to further prevent deforestation.							
	See the <u>Interpretation note</u> for more information on how the compliance to this requirement will be checked.							
	Guidance: Farm is defined as an area of land used for growing coffee (Global Coffee Platform, Glossary & Guidance, 2023), which is equivalent to the definition of plot of land by the EU-DR regulation.							
	Regarding 100% of the farm units – in some cases, traceability systems may be in place that allow the payer/conveyor to identify specifically the farm units supplying the cocoa they are purchasing. The payer/trader may wish to declare this and submit supporting evidence to the certifier. If no such traceability systems are in place, the payer/conveyor can declare the geolocation data of all registered farms associated with the Fairtrade producer organizations they are sourcing from.							
	At the least, the geolocation data should be collected upon arrival in port of destination.							
Interpretation	What is the rule and how does it work?							
Date	Payers/conveyors are expected to have geolocation data of the farms units they are sourcing coffee from. When geodata is collected from farmer members of a producer organization by the payer/conveyor, the payer/conveyor shares this information with the management of the producer organization. This data should be shared using the formats defined by Fairtrade International. Evidence of the shared file should be available to FLOCERT at audit, e.g., by showing an email. The guidance document can be found here . By default, the Payer/Conveyor declares the geolocation data of all registered farms associated with the Fairtrade producer organizations they are sourcing from. However, if the payer/conveyor is able to demonstrate via documentary evidence that they can identify the sub-section of farm units supplying their coffee (due to identity preserved/physical traceability system being in place) the payer/conveyor may declare the geolocation date of these farm units only. This same logic applies to the trader reporting requirement 3.1.9 when reporting geolocation data to Fairtrade International. 26 September 2024							
	20 September 2024							
Affected Standard requirement								



HERNAHONAL	
	3.1.8 NEW 2026 SPO reporting
	Applies to: Fairtrade producer organizations
	You report data to Fairtrade International every year, through the FairInsight platform. https://fairinsight.agunity.com See the Interpretation note for more information on how the compliance to this requirement will be checked.
	Reporting indicators:
	A. Geolocation and Forest Cover Loss Monitoring Data - available geolocation data of member coffee farms.
	B. Deforestation Prevention and - type of support received during the past year, including its estimated monetary value, to prevent and mitigate any deforestation and degradation of forest

Interpretation

What is the rule and how does it work?

Data collected for the purpose of deforestation mitigation, including the geolocation data and the type of support received from traders etc. has to be submitted to Fairtrade International. For deforestation prevention and mitigation support: SPOs report this information on an annual basis via the FairInsight online platform: (https://fairinsight.agunity.com). For geolocation and forest cover loss monitoring data, guidance may be found here on how to prepare the geolocation data in the template provided and submit it to Fairtrade International:

https://nextcloud.fairtrade.net/index.php/s/T9FF82xe25GF9Hs

SPOs must submit a consent to release form with the geolocation data. The consent form can be found in multiple languages with the geolocation data templates here: https://nextcloud.fairtrade.net/index.php/s/T9FF82xe25GF9Hs.

Geolocation data will only be considered if it is submitted with a signed consent form.

Data Reporting

Data is reported annually in the template provided by Fairtrade International, and confirmed as valid by Fairtrade International. SPO geolocation data is shared with a third-party service provider, Satelligence, for initial data quality checks. Satelligence is bound by confidentiality and will not share the data to other parties without explicit consent. There are two possible outcomes of this data reporting process: the geolocation data is confirmed to be received and valid, or the geolocation data is confirmed to be received but considered not valid because it contains errors.

- 1. The geolocation data is confirmed to be valid by Fairtrade International: in this case, Fairtrade will notify the SPO that the data are valid, the information around data validity is all contained in the geolocation data validation form. Please keep this form for your records to produce at the next audit. This will serve as confirmation that your organization has successfully submitted your geolocation data to Fairtrade for Coffee Standard requirement 3.1.8.
- 2. The geolocation data contains errors identified by Fairtrade International and/or Satelligence: in this case, Fairtrade will notify the SPO that the data are not valid, and corrections are needed, this is all contained in the geolocation data validation form. The SPO needs to correct the errors and re-submit the complete and corrected geolocation data according to the reporting instructions. Fairtrade re-shares the data with Satelligence and once the data are considered valid the SPO will receive a confirmation which is all contained in the geolocation data validation form, this will



	serve as a proof of compliance during the audit. Auditors need access to the geolocation data validation form during the audit to confirm if the geolocation data sent is validated.							
Date	26 September 2024							
Affected standard requirement	3.1.9 NEW 2026 Trader reporting Applies to: Payers and conveyors Core You report data to Fairtrade International every year. You present the data in the templates and formats provided. Year 0 See the Interpretation note for more information on how the compliance to this							
	requirement will be checked.							
	Reporting indicators: A. Geolocation and Forest Cover Loss Monitoring Data (applies to payers and conveyors only) - available geolocation data of the farm units you are sourcing from (with the appropriate approval from SPOs)							
	B. Deforestation Prevention and Mitigation Support (applies to all payers) - type of support provided to SPOs during the past year, including its estimated monetary value, to prevent and mitigate any deforestation and degradation of forest							
	What is the rule and how does it work? Reporting Geolocation and Forest Cover Loss Monitoring Data All payers and conveyors certified in Fairtrade coffee are required to provide geolocation data at farm level to Fairtrade International on an annual basis to be in compliance with the Standard requirements. Where there has been no change to the farm size or location annual data submission can include data collected in prior years. Payers and conveyors submit to Fairtrade International geolocation data of 100% of the farm units they are sourcing from. By default, the payer/conveyor declares the geolocation data of all registered farms associated with the Fairtrade producer organizations they are sourcing from. However, if the payer/conveyor is able to demonstrate via documentary evidence that they can identify the sub-section of farm units supplying their coffee (due to identity preserved/physical traceability system being in place) the payer/conveyor may declare the geolocation date of these farm units only. Data are reported annually by payers and conveyors to Fairtrade International using the provided links and templates. The time at which each payer and conveyor reports their data to Fairtrade is decided by the organization, however the data are reported in the same month each year. Payers and conveyors write to datareporting@fairtrade.net to request a link where the data can be submitted to Fairtrade International. Do not attach any geolocation data to your email to Fairtrade International, this is not a secure way to share data and any data received via email will not be considered as complying with the standard requirement. Guidance may be found here on how to prepare the geolocation data in the template provided and submit it to Fairtrade International: https://nextcloud.fairtrade.net/index.php/s/T9FF82xe25GF9Hs							
	See also Interpretation Note on requirement 3.1.7 above.							



It is necessary that traders received the **proper consent** to share the geolocation data with Fairtrade from the SPOs to which the data belong. This should be in the form of written consent given on behalf of the SPO that traders retain a record of. In the written consent, the SPO must be made aware of what data is being shared, with whom and for what purpose. In addition, the SPO should be given the right to revoke consent to sharing of their data at any time. The responsibility of collecting, storing and adhering to the consent agreements of the geolocation data submitted to Fairtrade International remains with the trader organization.

Traders must submit a consent form with the geolocation data indicating they have collected the necessary consent from the SPOs whose farms are included in the data. Further guidance and the trader consent form can be found here: https://nextcloud.fairtrade.net/index.php/s/T9FF82xe25GF9Hs.

Geolocation data will only be considered if it is submitted with a signed consent form.

Data reporting

The geolocation data is confirmed to have been received by Fairtrade International via email. Please keep this email for your records to produce at the next audit. This will serve as confirmation that your organization has successfully submitted geolocation data to Fairtrade for Coffee Standard requirement 3.1.9.

A key purpose of requirement 3.1.9 is to support the readiness of traders to fulfil the reporting requirements of the European regulators ahead of placing the product on the market or exporting to the European market. It is important to note that traders bear the liability for submission of geo data with European Authorities. #



Date	04 Oc	tober 2	2022					
Affected	4.1.1	Market p	price reference					
standard		Applies to: Fairtrade producers organizations, payers and conveyors						
requirements		Core When market prices for coffee are higher than the Fairtrade Minimum Price, traders and producers are to agree coffee prices using the Fairtrade reference for market prices as						
		Year 0	producers and to agree of			in priodo do ronovio.		
				NYC' (Arabica) o London RC (Robus				
			The reference market price	ce can never be be	elow the Fairtrade Minimum Price	e.		
			For Arabica coffees the reference market price is based on the ICE New York C contract in US\$-cents per pound, plus the prevailing differential (positive or negative) for the relevant quality, basis FOB origin and, net shipped weight. For Robusta coffee, the reference market price is based on the ICE London RC contract in US\$ per metric ton, plus the prevailing differential (positive or negative) for the relevant quality and origin, basis FOB origin and, net shipped weight. The 'prevailing differential' refers to the average differential or range valid in the mainstream market for conventional coffee of that country and grade at that moment. Producers and buyers agree upon a differential, using the differential that prevails in the mainstream market for non-Fairtrade coffee, as a baseline, and taking into account actual quality, shipment date, logistics, risk, and availability. A negative differential cannot be applied to the Fairtrade Minimum Price. The organic differential and Fairtrade Premium can never be below the levels defined in the Fairtrade Minimum Price and Premium table. The Fairtrade Premium and organic differential (in the case of organic coffee) are to be added, clearly separated from the prevailing differential, and are not subject to negotiations.					
			The Fairtrade coffee price	e is as follows:				
				+ Fairtrade organic differential				
			NYC' (Arabica) or London RC (Robusta)	+ prevailing differential	(in case of organic coffee)	Fremun		
		Guidance: If the Reference market price is above the Fairtrade Minimum Price, contracts should clearly state the Reference market price by breaking down the NYC' or London RC prices plus the prevailing differential. If the Reference market price below the Fairtrade Minimum Prices, then only the Fairtrade Minimum Price is sufficient. In both cases, the Fairtrade organ differential (in case of organic coffee) and the Fairtrade Premium should also be stated in the contracts, in addition to the prevailing differential, regardless of its value. The Fairtrade Premium and organic differential (in case of organic coffee) are to be added to that, clearly separated from the prevailing differential and are not subject to negotiation, but defined in the standards. This is valid for price-to-be-fixed contracts and fixed-price contracts.						
Interpretation	The I	ntentio	n of the requireme	ent:				
		To ensure producers get a fair price for their coffee (including the relevant country						
	_	and grade specific prevailing differentials) even when market prices are higher than the Fairtrade Minimum Price.						
	-	The problem statement:						
		Prevailing differentials are understood as price variances which the market will pay						
		due to quality, demand, etc. The amount of the prevailing differential will depend not only on how much buyers are willing to pay in the mainstream market for conventional						
	-	coffee of that origin and grade, but also on the specifications the coffee product.						
		Differentials are very volatile, they are agreed on an individual basis between buyer						
			-	-	for differential values.	-		
					nis lack of a clear ref			



impossible to assess whether reference values were paid. Furthermore it is also not possible to compare the prevailing differentials agreed upon and paid, to a reference prevailing differential.

To ensure the requirement is implemented and assessed in line with the intention of the standard, Fairtrade International is issuing this interpretation note on how prevailing differentials are to be audited.

How to audit the prevailing differentials if there is no official or generally accepted source for coffee differential that prevails in the mainstream market for non-Fairtrade coffee?

The Certification Body audits the following:

- 1. A prevailing differential has been agreed upon between the seller and buyer i.e. that a prevailing differential exists and is listed in the contract;
- The price breakdown is stipulated in all contracts, i.e. the agreed prevailing differential is mentioned explicitly and separately in a contract and, as best practice, also in the price fixation confirmation e.g. NYC December 2022 or fixed price + 0.10 USD/lbs prevailing differential + 0.40 USD/lbs organic differential + 0.20 USD/lbs Fairtrade Premium);
- 3. Market price plus agreed upon prevailing differential are not below Fairtrade Minimum Price. Differentials applied can either be zero differentials or even negative differentials, as long as market price plus the agreed upon differentials are not below the FT minimum price.

The Certification Body, does **NOT** audit the following:

- 4. The comparison of the prevailing differentials agreed upon between buyer and seller with information on prevailing differentials published (e.g. by Producer Networks or any other body);
- 5. The comparison of prevailing differentials agreed upon for Fairtrade contracts with prevailing differentials agreed upon for non-Fairtrade contracts;
- 6. Whether the agreed prevailing differential value had considered quality, shipment date, logistics, risk, and availability of the coffee.

This interpretation is applicable for price-to-be-fixed contracts or fixed-price contracts. The interpretation applies to the requirement with immediate effect in all upcoming audits.

With the above interpretation, the guidance to this requirement has also changed to reflect the current practise.