



LEGALLY ENFORCEABLE CERTIFICATION AGREEMENT

The India Council of Food and Agriculture – AGROCERT has a legally enforceable agreement for the provision of Gap certification activities to its clients. The ICFA - AC hereinafter referred to as the Certification Body, makes agreement for the certification of the INDGAP scheme. Contracts and agreements for certification takes into account the responsibilities of the ICFA - AC and its clients.

Article 1: Regulations for certification and inspection

The stipulations of the general provisions for the certification system apply to this agreement specified in the ICFA - AC and also scheme requirements stipulated in ISO IEC 17065 and INDGAP.

Article 2: Rights and obligations of licensee

2.1 The holder of the license agrees that the certified produce and supplied by him/her as specified in the license to this agreement complies with the requirements stated in the certification requirements conditions.

2.2 The India Council of Food and Agriculture - AGROCERT authorizes the holder of the license to use the ICFA - AC Certification Mark on the products to which the license applies and to announce publicly that certification has been received. The holder of license is liable to penal provisions in the event of misuse of the standards mark.

2.3 The holder of the license of the Gap certification agrees that the persons representing ICFA - AC will have unobstructed access without prior notification to the premises of the Farm / factory covered by the license during the normal working hours of the factory involved. The holder of the license also agrees to allow observers and trainee auditors with the technical audit team and observers from accreditation and regulatory bodies.

2.4 The holder of the license agrees that the products for which the license is granted will be produced to the same specifications as the sample that has been submitted to ICFA - AC.

2.5 The holder of the license agrees to apply the mark on the product labels that has been registered with the ICFA - AC.



2.6 The holder of the license agrees to inform ICFA - AC without delay the changes that affect its ability to conform to the requirements of the standards or certification requirements.

2.7 The ICFA - AC has ensured that the certification agreement with the client complies inter alias with the following:

- a) always fulfil the certification requirements including product requirement as specified in the document “Certification Criteria – INDGAP Scheme”, the certification process described in the document “Certification Process – INDGAP Scheme” and the requirements specified in this document, as applicable and the changes in them as communicated by the certification body, time to time always fulfil the certification requirements including produce requirement and changes communicated by the certification body;
- b) the certified produce and its processes always fulfils the requirements including implementing appropriate changes,
- c) the liability on account of non-conforming processes shall rest with the certified producer.
- d) the client makes all necessary arrangements for the conduct of the initial and recertification onsite evaluation, onsite surveillance valuations (announced and unannounced), onsite special/short notice evaluations for the purpose of complaints investigation, etc. It shall also including provision for examining documentation and records, and access to the relevant location(s), area(s), and personnel, client’s subcontractors; and for investigation of complaints;
- e) makes claims regarding certification only in respect of the scope for which certification has been granted;
- f) does not use its certification in such a manner as to bring ICFA - AC into disrepute and does not make any statement regarding its certification which ICFA - AC may consider misleading or unauthorized;
- g) 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;
- h) endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner;
- i) if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
- j) in making reference to its GAP produce certification in communication media such as documents, brochures or advertising, complies with the requirements of ICFA - AC if applicable ;



- k) uses the certification mark only on produce it has found to comply with the requirements if applicable;
- l) applies a mark to each certified produce, or to produce packaging, or on information accompanying each produce if applicable;
- m) The client shall inform ICFA - AC without delay, of matters that may affect ability to conform to the certification requirements. These shall include changes in:
- i) The legal, commercial, organizational status or ownership,
 - ii) Organization and management (e.g. key managerial, decision-making or technical staff),
 - iii) Contact address and production sites/premises,
 - iv) Modifications to the major inputs or other materials with potential to affect the produce quality and safety; farming practices or the production methods and in the internal control measures which are significant in nature.
 - Major changes to the management system,
 - The key personnel (production, quality control/quality assurance, etc),
 - Major changes in internal control measures,
 - Any other information indicating that the produce may no longer comply with the requirements of the INDGAP certification criteria and the INDGAP certification scheme.
 - complies with any requirements that have been prescribed in the product certification Marks in line with provisions of ISO/IEC 17030, ISO/IEC Guide 23 and ISO Guide 27 that relate to the use of marks of conformity, and on information related to the product,

2.8 The client shall agree for re-audit/evaluation by ICFA - AC as per the requirement of the certification scheme, in the event of changes significantly affecting its capability to comply with the requirements of the certification scheme.

2.9 The client shall also agree for re-evaluation by ICFA - AC, in the event of changes in the INDGAP Certification criteria.

Article 3: Surveillance

3.1 ICFA - AC carries out surveillance on the holder of the certification to determine continuing conformity to the standard during the period of validity of license.

3.2 The surveillance is carried out by the staff of ICFA - AC.

3.3 The testing of the samples taken from establishment is carried out at least once a year or as required by sample failures or consumer complaints.



3.4 Records kept by the client in respect of the complaints received and their resolution shall be verified by ICFA - AC during the surveillance visits to the client's premises.

Article 4: Information on modifications in production

The licensee agrees to inform the ICFA - AC of any intended modification in the product, the manufacturing process or the quality management system and any organizational changes which could affect the licensee's ability to continue to produce the certified product. The holder also undertakes to inform ICFA - AC without delay, the changes relating to legal, commercial, organizational status or ownership and agrees for any verification by ICFA - AC when necessary.

Article 5: Complaints

5.1 The licensee agrees to keep a record of all complaints and action taken of any complaints regarding those aspects of the products covered by the license and to report to ICFA - AC upon request for verification 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 is performed only when certification scheme mandates it.**

Article 6: Publicity

6.1 The licensee has the right to publish that it has been authorized to mark the products to which the license applies.

6.2 The ICFA - AC gives publicity in its directory to to the authorization of the licensee to use certificates and marks of conformity and to cancellation of this agreement with the licensee.

Article 7: Confidentiality

The ICFA - AC ensures that confidentiality is maintained by all personnel involved on its behalf concerning all confidential information with which they become acquainted as a result of their contacts with the licensee.

When ICFA - AC is required by contractual arrangements to release confidential information, the client or person concerned is, unless prohibited by law, notified of the information provided.



Article 8: Payment

The licensee agrees to pay to ICFA - AC for all expenses in relation to the certification/ the surveillance, including sampling, test, assessment and administration costs. Payment becomes due within 30 days from the date of invoices.

Article 9: Agreement period

9.1 This agreement comes into force on and remains in force untilunless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party.

9.2 The validity of the license is for a one year period unless it is renewed or is suspended or revoked.

9.3 When the licensee ceases its operation, it shall notify ICFA - AC in writing within thirty days from the date of cessation thereof.

Article 10: Termination of license

10.1 Depending on the reason for the Termination the following schedule of notice will be followed:

	Situation requiring notice that can lead to Termination	Days of notice prior to Termination
01	Licensees wish to terminate	To be specified by ICFA - AC
02	ICFA - AC determines that the product is hazardous	To be specified by ICFA - AC
03	Violation of the standard requirements	Max. 60 days
04	Non-payment of fees according to article 8	Max. 30 days
05	Failure to meet other provisions of the agreement	Max. 60 days
06	Mandatory compliance with new requirements in relation to revision of standards	To be specified by ICFA - AC

10.2 Upon termination, suspension or withdrawal of certification, the holder agrees to discontinue use of standard mark on the product and in advertisement/publicity material including letter heads.

Advice of cancellation shall be sent by registered letter (or equivalent means) to the other party, stating the reasons and the date of Termination of the certification.



Article 11: Changes to product requirements

11.1 ICFA - AC shall inform the licensee of changes to product requirements and to specify the date by which changes will become effective; also to advise the licensee of any need for a supplementary examination of the products which are subject to this agreement.

11.2 Within a specified period of time after receipt of the advice described in paragraph.11.1, the licensee shall inform ICFA - AC whether he/she is prepared to accept the changes. If the licensee gives confirmation within the specified period of his acceptance of the changes and provided the result of any supplementary examination is favourable, a supplementary license will be issued or other modifications of the ICFA - AC records.

11.3 If the licensee advises the ICFA - AC that he is not prepared to accept the modification within the time specified in accordance with 11.2 or if he/she allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favourable, the license covering the particular product shall cease to be valid on the date on which the modified specifications become effective, unless otherwise decided by the ICFA - AC.

Article 12: Liability

All parties shall be bound by the legal requirements of India.

Article 13: Appeals/complaints

All appeals and complaints that may arise in connection with this agreement are first directed to ICFA - AC to be settled in accordance with the appeal and complaints procedures.

Issued in duplicate and signed by an authorized representative of the Indian Council of Food and Agriculture – AGROCERT and the applicant.

For the certification body:

Date.....

Manager, Certification

Indian Council of Food and Agriculture -AGROCERT

(Seal and signed)

For the applicant:

Date.....

Company Representative

(Seal and signed)