GMP+ Feed Certification scheme

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GMP+ A5
GMP+ Feed Certification scheme
License Agreement

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Feed for Food

History of the document

Revision no. / Date of approval	Amendment	Concerns	Final implementation date
0.0 / 02-2015	New document	Entire document	10.02.2015
1.0 / 11-2016	Profound editorial and juridical improvements. Schedule has been replaced by Annex.	Entire document	15.07.2017
	General considerations has been integrated into the introduction	Page 6	15.07.2017
	Adjustments/Expansion/deleting of Terminology (stated in GMP+ A1)	Article 1 Definitions	15.07.2017
	Critical location must have an accreditation	Article 2.4	15.07.2017
	Transfer of activities from Certification Body	Article 2.9	01.10.2017
	Deleting the sub-contractor agreement	Article 2.12 & 2.13 & 2.15 & Schedule 1.18	15.07.2017
	For GMP+ logo use a reference is made to GMP+ A3 *GMP+ Logo's/Trademarks* and therefore removing the requirements in this document	Chapter 3	15.07.2017
	Certification Body must conduct internal audits at Critical location	Article 3.6	01.01.2018
	Certification Body must Comply with applicable country legislation	Article 3.7	15.07.2017
	Certification Body must take certification decision	Article 3.8	15.07.2017
	(Non) Critical location, Outsourcing Party may offer GMP+ activities on behalf of the Certification Body	Article 4.3	01.10.2017
	Deleting the standard Certification agreement	Previous article 4.3 & schedule 1.17	15.07.2017
	Only contact details of the Critical location may be mentioned on the GMP+ certificate	Article 4.4	15.07.2017
	Confidentiality also applicable for (non) Critical location and Outsourcing Party	Article 5.3	15.07.2017

Revision no. / Date of approval	Amendment	Concerns	Final implementation date
	Fees are applicable also for Critical locations	Article 6.1	01.01.2018
	Conditions for the Certification Body operating with Critical and Non-Critical location(s) have been added	Chapter 9	01.01.2018
	Conditions for the Certification Body operating with an Outsourcing party	Chapter 10	15.07.2017
	Critical/Non-critical location and Outsourcing Party have been added to the liability article	Chapter 12	15.07.2017
	Standard GMP+ Certification Agreement Provisions has been deleted	Schedule 1.17	15.07.2017
	Standard Sub-contracting Agreement Provisions has been deleted	Schedule 1.18	15.07.2017
	The table of standard/scopes covered by the GMP+ Feed Certification scheme (License) Agreement has been updated	Annex 3.1	15.07.2017
	A diagram showing the contractual link through the whole chain from GMP+ International to the Participant	Annex 1.4	15.07.2017

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1 Introduction

1.1 General

The GMP+ Feed Certification scheme was initiated and developed in 1992 by the Dutch feed industry in response to various more or less serious incidents involving contamination in feed materials. Although it started as a national scheme, it has developed to become an international scheme that is managed by GMP+ International in collaboration with various international stakeholders.

Even though the GMP+ Feed Certification scheme originated from a feed safety perspective, in 2013 the first feed responsibility standard has been published. For this purpose, two modules are created: GMP+ Feed Safety Assurance (focussed on feed safety) and GMP+ Feed Responsibility Assurance (focussed on responsible feed).

GMP+ Feed Safety Assurance is a complete module with standards for the assurance of feed safety in all the links of the feed chain. Demonstrable assurance of feed safety is a 'license to sell' in many countries and markets and participation in the GMP+ FSA module can facilitate this excellently. Based on needs in practice, multiple components have been integrated into the GMP+ FSA standards, such as requirements for a feed safety management system, for application of HACCP principles, for traceability, monitoring, prerequisites programmes, chain approach and the Early Warning System.

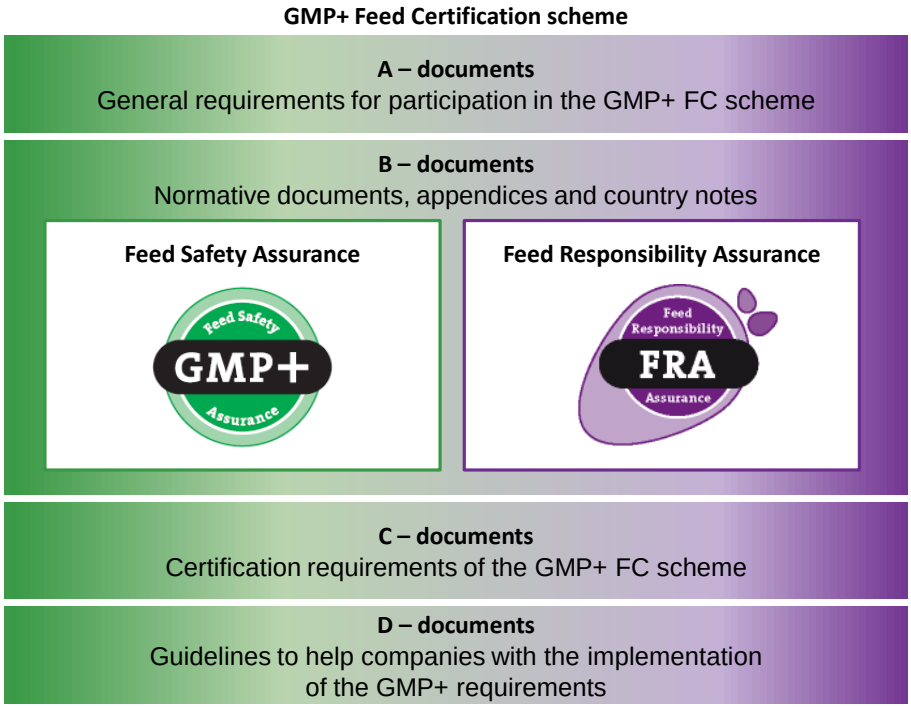
With the development of the GMP+ Feed Responsibility Assurance module, GMP+ International is responding to requests from GMP+ participants. The animal feed sector is confronted with requests to operate more responsible. This includes, for example, the sourcing of soy and fishmeal which are produced and traded with respect for humans, animals and the environment. In order to demonstrate responsible production and trade, a company can get certified for the GMP+ Feed Responsibility Assurance. GMP+ International facilitates via independent certification the demands from the market.

Together with the GMP+ partners, GMP+ International transparently lays down clear requirements in the Feed Certification scheme. Certification bodies are able to carry out GMP+ certification independently.

GMP+ International supports the GMP+ participants with useful and practical information by way of a number of guidance documents, databases, newsletters, Q&A lists and seminars.

1.2 Structure of the GMP+ Feed Certification scheme

The documents within the GMP+ Feed Certification scheme are subdivided into a number of series. The next page shows a schematic representation of the content of the GMP+ Feed Certification scheme:



All these documents are available via the website of GMP+ International (www.gmpplus.org).

This document is referred to as GMP+ A5 *GMP+ Feed Certification scheme License Agreement*.

1.3 Scope and application of this standard

This standard contains the model of the license agreement which will be used by GMP+ International to define the individual GMP+ Feed Certification scheme License Agreement for each certification body as mentioned in article ~~3.2~~ 6.4 of GMP+ A1 *General Regulations*.

1.4 General consideration and background

The goal of this document is to provide legal framework for all parties involved in the GMP+ FC scheme, visualized in Annex 4. Enabling a transparent and clear situations for all parties involved the following main objectives were determined:

- establish a contractual link, starting from GMP+ International to the Participant.
- Compliance assessment can be carried out only by GMP+ accepted auditors

To establish this, the criteria laid down in this document are based as much as possible on international standards but always keeping as close as possible to the GMP+ requirements.

2 General considerations and background

The goal of the model License Agreement is to provide robust legal framework for the relationships of the parties involved, with the aim to achieve effective compliance with the conditions in the GMP+ FC scheme. Liability is an important issue raised up during the preparation of the model License Agreement. Therefore the following is relevant to understand this document.

Certified company

A certified Company Participant is responsible for compliance with the applicable requirements of the GMP+ Feed Certification scheme and the Certification Agreement and for compliance with the obligations arising therefrom. In case of non-compliance, the established measures and sanctions apply. Therefore, it is important that the Company Participant in the previously mentioned Certification Agreement commits to comply with the requirements and to fulfill its obligations, as well as to the unconditional acceptance of the application of the existing measures and sanctions in case of non-compliance.

Certification Body

The certification Body is responsible for entering into a correct Certification Agreement with a(n applicant) Company and for assessing whether the Company complies with the applicable provisions in the GMP+ Feed Certification scheme in an impartial, objective and competent manner. This assessment must take place in accordance with the provisions in the GMP+ FC scheme. There is no freedom to apply them in a deviating way. Its certification decision is to be based on that.
In addition, the Certification Body is responsible for fulfilling the associated obligations, as referred to in the GMP+ FC scheme as well as the License Agreement, such as the correct implementation of measures and sanctions towards a Participant in accordance with the GMP+ C documents related to Assessment and Certification Criteria.
Finally, the Certification Body is responsible for providing GMP+ International with correct information.

International Expert Committee & scheme manager

The International Expert Committee (IEC) of GMP+ International is responsible for the content of the GMP+ FC scheme, amongst others the general regulations, normative standards, appendices, and assessment and certification criteria.
As a scheme manager, GMP+ International is responsible for its actions about and against a Certification Body in accordance with the provisions of the GMP+ FC scheme and the License Agreement. GMP+ International is responsible for the impartial, objective, and competent assessment of the certification process carried out by the Certification Body

2 Model agreement

2.1 GMP+ Feed Certification Scheme License Agreement

The following text must be used for the GMP+ Feed Certification Scheme License agreement between GMP+ International and an accepted Certification Body.

Beginning (model) agreement:

The undersigned:

1. The Dutch law limited liability company GMP+ International BV, with its registered office at the Braillelaan 9 in (2289 CL) Rijswijk (The Netherlands), registered at the Trade Register of the Dutch Chamber of Commerce under number 27364542,

(hereinafter: "**GMP+ International**"),

and

2. [Name of the certification body], with its registered office at the [address, including country], registered at the [official name of local trade register where the entity is registered] under number [ ],

(hereinafter: "**Certification Body**"),

(hereinafter collectively referred to as "**the Parties**")

Whereas:

1. GMP+ International is the holder of rights to the GMP+ Feed Certification Scheme, an international certification scheme covering the whole animal feed chain, consisting of the GMP+ Feed Safety Assurance Module for the assurance of feed safety and the GMP+ Feed Responsibility Assurance Module for the assurance of feed responsibility.

2. The GMP+ Feed Safety Assurance Module integrates a variety of feed safety requirements into one module, such as requirements for the ~~quality~~/feed safety management system, HACCP, product standards, traceability, monitoring, prerequisites programs, chain approach and the Early Warning System. The GMP+ Feed Responsibility Assurance Module incorporates requirements for production ~~and~~, trade, storage & transshipment, affreightment and transport of animal feed products with respect for humans, animals and the environment;

3. GMP+ International holds rights to the Licensed IP, ~~Trademarks, Logos and Documentation~~ (~~capitalized terms~~ definitions are ~~defined~~ described in Article 1 below);

4. The certification of the GMP+ Feed Certification Scheme is not performed by GMP+ International but by licensed Certification Bodies. Companies wishing to obtain GMP+ Feed Certification Scheme certification directly approach such a ~~qualified~~ licensed certification body;

5. The Certification Body is involved in the certification and is interested in obtaining a License Agreement to perform certification according GMP+ Feed Certification Scheme and using the Trademarks, Logos and Documentation;

6. GMP+ International is interested in granting the Certification Body ~~such~~ a License Agreement, with the aim to allow the Certification Body to certify companies complying with the scope(s) ~~or~~ and standard(s) of the GMP+ Feed Certification Scheme. ~~specified in Schedule 4.1 to this Agreement.~~

Now it is agreed between the Parties as follows:

1. Definitions

For the purpose of this Agreement, the definitions in the GMP+ FC scheme are applicable. See GMP+ A1 *General Regulations*, GMP+ A2 *Definitions and Abbreviations*, and the applicable GMP+ B and GMP+ C standards.
In addition or notwithstanding, the following terms and definitions shall have the meaning within the framework of this Agreement as set forth below:

~~1.1 **Affiliate**: any undertaking,~~
~~(1) in which the Certification Body, directly or indirectly,~~
~~▪ owns more than half the capital or business assets, or~~
~~▪ has the power to exercise more than half the voting rights, or~~
~~▪ has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing the undertaking, or~~
~~▪ has the right to manage the affairs of the undertaking, or~~
~~(2) which, directly or indirectly has in or over the Certification Body the rights or powers listed in (1), or~~
~~(3) in which an undertaking referred to in (2) directly or indirectly has the rights or powers listed in (1).~~

~~1.2 **Agreement**: this GMP+ Feed Certification Scheme License Agreement, including the Schedules and the documents of the GMP+ FC Scheme.~~

1.1 **Annex(es)** ~~1.16 **Schedule(s)**~~: the annexes ~~schedules~~ attached to this agreement which form an integral part of this agreement and have been separately initialed by the Parties and in which the agreements between the Parties have been detailed.

1.2 ~~1.3~~ **Annual (License) Fee**: an annual (license) fee, consisting of two components: a) a fixed fee, and b) a variable fee depending on the number and kind of activities of the Certification Body, of its Critical Location ~~Sub-contractors~~ and the ~~Companies~~ Participants certified by the Certification Body.

1.3 ~~1.4~~ **Approved Accreditation Body**: an accreditation body which is a member of the IAF Multi-Lateral Agreement (MLA) and which has agreed a Standard Accreditation Protocol with GMP+ International. ~~no later than one year after the date of approval of the accreditation body by GMP+ International.~~

~~1.5 **Audit**: the Initial (Certification) Audit, the Supervision Audit, the Extension Audit or any other audit as stipulated in the GMP+ FC scheme, of the Company conducted by or on behalf of the Certification Body.~~

~~1.6 **Certification Body**: [Name of the certification body], with its registered office at the [address, including country].~~

~~1.7 **Company/Companies**: a company / companies which has / have concluded a Certification Agreement with the Certification Body and as such is / are Participant(s) in the GMP+ FC Scheme~~.

1.4 **Critical location**: a location of Certification Body conducting one or more key activities (for definition key activities see Chapter 2 of GMP+ A1 *General Regulations)*

1.5 ~~1.9~~ **Database**: a publicly accessible database administered by GMP+ International and actualized by GMP+ International, Certification Bodies and/or Critical Location containing details of the ~~Companies~~ the Certification Bodies, Critical Locations and Participants.(See Annex 1 of the A1)

1.6 ~~1.10~~ **Documentation**: any documentation provided to the Certification Body by GMP+ International ~~in the course~~ during the term of the License Agreement, including but not limited to the documents of the GMP+ FC scheme.

~~1.11 **International Expert Committee**: the International Expert Committee Animal Feed, a committee of experts, established by GMP+ International, advising GMP+ International on the requirements in and implementation of the GMP+ FC Scheme.~~

1.7 ~~1.12~~ **Licensed IP**: Trademarks, Logos and the Documentation.

1.8 ~~1.13~~ **Logos**: any logo of GMP+ International that is protected or not by a trademark in the countries of activity of the Certification Body, Critical/Non-Critical Location, Outsourcing Party and Participant ~~as listed in Schedule 1.13.~~

1.9 ~~1.14~~ **Measure(s):** has the meaning as defined in Article ~~9~~ 8 of GMP+ A1 *General regulations* of the GMP+ FC Scheme.

1.10 **Non-Critical location**; a location of a Certification Body conducting no key-activities.

1.11 **Outsourcing Party** (conditions): A third party, contracted by a Certification Body by means of a contract or Service Level Agreement (SLA) to preform non-key activities, under liability of the Certification Body.

1.12 ~~1.8~~ **Participant ~~Company~~ Emergency Telephone Number**: a telephone number of the ~~Company~~ Participant which can be reached 24/7 and 365 days of the year in case of emergencies.

1.13 ~~1.15~~ **Sanction(s):** has the meaning defined in Article ~~9~~ 8 of GMP+ A1 *General regulations* of the GMP+ FC Scheme.

1.14 ~~1.17 **Standard GMP+ Certification Agreement Provisions**: the standard provisions of the Certification Agreement included in Schedule 1.17.~~

~~1.18 **Standard Sub-contracting Agreement Provisions**: the standard provisions of the Sub-contracting Agreement included in Schedule 1.18.~~

~~1.19 **Sub-contracting Agreement**: the agreement concluded between the Certification Body and a Sub-contractor.~~

~~1.20 **Sub-contractor**: an affiliate of the Certification Body or any other third party, charged with the execution of some parts of the auditing and certification process, excluding issuing the GMP+ certificate, under responsibility of a Certification Body.~~

~~1.21~~ **Suspension**: the Certification Body is temporarily suspended with a maximum period of 3 months, ~~as long as~~ if GMP+ International rules that the Certification Body's is in breach of this License Agreement ~~continues,~~ and therefore denied the rights arising from this License Agreement. All remaining requirements and obligations are stated in Article 8 of GMP+ A1 *General regulations* of the GMP+ FC Scheme.
~~During Suspension the Certification Body is still required to perform all its duties under this Agreement~~.

1.15 **Termination**: To terminate the License Agreement under the conditions as set out in GMP+ FC scheme.

1.16 ~~1.22~~ **Trademarks**: the trademarks licensed to GMP+ International, listed in Annex 1.7 ~~Schedule 1.22.~~

1.17 ~~1.23~~ **Website**: GMP+ International's website www.gmpplus.org.

2. The GMP+ FC scheme

2.1 Upon signing of this License Agreement, the Certification Body ~~warrants~~ guarantees that it implements and complies with all applicable requirements in the GMP+ FC scheme. Parties agree that the most recent version of the GMP+ FC scheme is integral part of this License Agreement.

2.2 The most recent version of the GMP+ FC scheme is publicly accessible at the Website www.gmpplus.org of GMP+ International. ~~and is available for inspection at GMP+ International's office at the Braillelaan 9 in (2289 CL) Rijswijk, The Netherlands.~~ Upon request of the Certification Body, GMP+ International shall promptly provide the Certification Body with a free copy of the most recent version of the GMP+ FC scheme, electronically or otherwise. By signing this License Agreement, the Certification Body expressly agrees to the above ways to take note of the GMP+ FC scheme and declares that prior to signing this License Agreement it has read and understood these documents.

2.3 GMP+ International may at any time ~~make any necessary amendments to the contents of~~ amend the GMP+ FC scheme. GMP+ International shall promptly, electronically or otherwise, notify the Certification Body of amendments to the GMP+ FC scheme. The certification body must comply with the amendments requirements within a period, as mentioned in the history table of the involved document, unless GMP+ International determines a shorter period for urgent reasons.

2.4 In the event that upon signing of this License Agreement the Certification Body does not have the required accreditation from an Approved Accreditation Body, the Certification Body shall ensure that it obtains such accreditation for the relevant GMP+ scopes ultimately within one year from the signing date of this License Agreement and provides GMP+ International with a copy of this accreditation.
The Certification Body must ensure that the Critical location has a valid accreditation.

2.5 The Certification Body must ~~shall continue to abide to all relevant standards and requirements of and resulting from the GMP+ FC scheme and shall~~ provide full cooperation to GMP+ International in the accurate implementation of the GMP+ FC scheme ~~accurately~~.

2.6 GMP+ International is allowed to conduct Compliance Assessments and/or Compliance Audits at the premises of the Certification Body and its ~~, if applicable Sub-contractors~~ Critical Location(s) as well as at the ~~Companies~~ Participants. The Certification Body and its Critical Location(s) ~~Sub-contractors shall~~ must lend its full cooperation to ~~the Compliance Audits~~ such Compliance Assessments.

2.7 GMP+ International shall, as far as reasonably possible, enable the Certification Body to give advice with respect to proposed changes to the GMP+ FC scheme via its public consultation procedure.

2.8 The Certification Body has right to nominate candidates to represent ~~of representatives of~~ all Certification Bodies for membership of the GMP+ Subcommittee Certification & ~~Supervision~~ Compliance.

~~2.9 In the event that changes to the GMP+ FC scheme are implemented, GMP+ International shall timely inform the Certification Body regarding these changes.~~

2.9 ~~2.10 The Certification Body can only transfer any of its obligations pursuant to this Agreement and/or pursuant to the GMP+ FC Scheme to an Sub-contractor, with the prior approval in writing of GMP+ International.~~
The Certification Body can only transfer key activities to Critical Location(s) and non-key activities to Non-Critical location(s) and Outsourcing Parties by means of a Contract or a Service Level Agreement (SLA).

~~2.11 The Certification Body can only transfer its obligations pursuant to this Agreement and/or pursuant to the GMP+ FC Scheme to a Sub-contractor which has obtained the required an accreditation from an Approved Accreditation Body.~~

~~2.12 In the event the Certification Body, subject to Article 2.10, transfers any of its obligations pursuant to this Agreement and/or pursuant to the GMP+ FC Scheme to a Sub-contractor, the Certification Body shall conclude a Sub-contracting Agreement with the Sub-contractor~~.

~~2.13 The Certification Body shall at least incorporate the Standard Sub-contracting Provisions in the Sub-contracting Agreement. Unless any law applicable in the local jurisdiction of the Certification Body prescribe otherwise, the other provisions in the Sub-contracting Agreement shall not impair the contents of the Standard Sub-contracting Provisions~~.

2.10 ~~2.14~~ The Certification Body shall keep proper records of Contracts and/or SLA established between the Critical/Non-Critical location(s) and Outsourcing Parties, ~~the Sub-contracting Agreements and the Sub-contractors~~, and shall have these records readily available for assessment by GMP+ International during a Compliance Assessment ~~Audit~~.

~~2.15 The Certification Body shall within two weeks after concluding a Sub-contracting Agreement provide GMP+ International with a copy of such Sub-contracting Agreement.~~

2.11 ~~2.16~~ The Certification Body ~~shall~~ must inform GMP+ International immediately in case a Critical/Non-Critical location, Outsourcing Party ~~Sub-contractor~~ is in breach of the Contract and/or SLA ~~Sub-contracting Agreement~~.

3. Grant of license

3.1 ~~Upon~~ Subject to the terms and conditions ~~hereof~~ of the License Agreement, GMP+ International ~~hereby~~ grants and the Certification Body ~~hereby~~ accepts, a non-exclusive license to certify companies complying with the scope(s) and standard(s) of the GMP+ Feed Certification Scheme. ~~permitting to the Certification Body. to administer the Trademarks and to use the Documentation and Logos to perform all its duties within the GMP+ FC Scheme accurately.~~

3.2 Subject to the terms of the License Agreement, GMP+ International allows the Certification Body to use the GMP+ Logo/Trademarks as further set out in GMP+ A3 *GMP+ Logo's and/or Trademarks.* The right to use the GMP+ Logo/Trademarks can exclusively be granted by GMP+ International. The right to use the GMP+ Logo/Trademark can be withdrawn if the Certification Body does not comply with the requirements as set out in the GMP+ FC Scheme and fails to remedy the same within the determined timeframe.

~~The Trademarks shall must only be used exactly as registered in the relevant trademark register(s), taking into account the stipulations in the GMP+ A1 and the GMP+ A3 standard. In any case, the Certification Body is not permitted to alter the Trademarks or Logos and neither to use the Trademarks or Logos as part of a new logo.~~

~~3.3 GMP+ International may, at its discretion, add or remove trademark symbols, logos, word marks or other indicators as mentioned in Schedules Annex 1.8, subject to prior notice to the Certification Body.~~

~~3.4 The Certification Body shall must:~~
~~a) not register, in whole or in part, the Trademarks and/or Logos or any alteration thereof;~~

b) not use the Trademarks or Logos as and/or as part of a company name, trade name, product name, or service name; and
c) do all reasonable action that is necessary to ensure that the Company Participant also abides to the prohibitions under a) and b) of this article.

3.5 The Trademarks and Logos may be used in accordance with GMP+ A3.
a) affixed to the walls and/or on signs around the premises of the Certification Body or the Company;
b) affixed to brochures and documentation about certification of the GMP+ FC Scheme;
c) used on the website of the Certification Body or the Company.

3.3 3.6 The Documentation shall not be published nor modified in any way by the Certification Body. The Certification Body has the right to reproduce the Documentation for its own use or, subject to the conditions of the License Agreement, to make it available to the Companies Participants.

3.7 At the prior written request of the Certification Body, GMP+ International shall sign, authenticate, and confirm all forms, declarations, and papers properly required by any authority, including trademark offices, in order to validate the license or to have the license take effect against third parties. All costs in connection hereof shall be borne by GMP+ International.

3.4 3.8 The Certification Body has the duty to immediately report to GMP+ International any infringement of the Licensed IP which comes to the notice of the Certification Body.

3.5 3.9 GMP+ International shall always have the right to sue in respect of infringement of the Licensed IP without the Certification Body, at its own expense and under its sole liability, and to earn exclusively the results of the proceedings.
The Certification Body is only authorized to sue jointly with GMP+ International or by way of joinder or intervention in proceedings between GMP+ International and an infringer. The expenses of the proceedings shall be borne by the Party incurring them.

3.6 The Certification Body will perform and document its internal audits (at the Critical location) to be conducted every 12 months.

3.7 The Certification Body is responsible to comply with the applicable country legislation were the Certification Body is located.

3.8 The Certification Body is responsible for the certification decision.

4. Certification and auditing of Companies

4.1 4.2 The Certification Body shall conclude a unique Certification Agreement with a Company before conducting an Initial (Certification) Audit. During the validity of a GMP+ certificate, the Certification Body shall must conduct Supervision audits at the Participant in accordance with the stipulation in the GMP+ FC scheme.

4.2 ~~4.1~~ After the decision of the Certification Body, the Certification Body/Critical location shall have the right to issue Certificates to Companies for the standards or scopes specified in Annex ~~Schedule~~ 4.1. As a holder of the Certificate the ~~Company~~ Participant can use ~~is permitted by the Certification Body to carry~~ the Trademarks, ~~and to use~~ the Logos and the Documentation in accordance with ~~the stipulation in~~ the GMP+ FC scheme.

~~4.3 The Certification Body shall incorporate the Standard Certification Agreement Provisions in the Certification Agreement. Unless any laws applicable in the local jurisdiction of the Certification Body prescribe otherwise. The other provisions in the Certification Agreement shall not impair the contents of the Standard Certification Agreement Provisions.~~

4.3 The Critical/Non-Critical locations and/or Outsourcing Party may offer GMP+ activities to the local market only on behalf of the Certification Body.
The reports issued to the Participants shall contain the name and address of the GMP+ accepted Certification Body without the logo of the Critical and/or Non-Critical location, Outsourcing Party. However the report may make reference to the contact details of the Critical and/or Non-Critical location, Outsourcing Party issuing the report in question.

4.4 The certificate issued to the Participant shall contain the name and address of the Certification Body without the logo of the Critical Location. However the certificate may make reference to the contact details of the Critical location issuing the certificate in question. The certificate issued shall not create any confusion as to the Certification body.

4.5 ~~4.4~~ The Certification Body, Critical/Non-Critical Location and/or Outsourcing Party is obliged to keep proper records of unique- and/or standardized Certification Agreement in the form of a template approved by the Certification Body , ~~and the~~ and results and reports of the Audits at ~~Companies~~ Participants and is obliged to have these records readily available for Compliance assessment by GMP+ International. ~~during a Compliance Audit.~~ In case GMP+ International wants to receive (copies of) records ~~in advance~~, the Certification Body, Critical/Non-Critical Location and/or Outsourcing Party is obliged making the requested information available to GMP+ International accordingly.

4.6 ~~4.5~~ The Certification Body ~~shall~~ must inform GMP+ International immediately in case a ~~Company~~ Participant is in breach of the Certification Agreement with respect to conditions and obligations arising from the GMP+ FC scheme. ~~GMP+ International has the authority to give a Certification Body a binding instruction in accordance with the GMP+ A1 *General Regulations*, Article 7.18.~~

4.7 ~~4.6~~ The Certification Body must ~~shall, if applicable,~~ conduct a Recertification ~~or Extension~~ Audit ~~ultimately 4 weeks before~~ prior the expiration of a GMP+ certificate. ~~and immediately thereafter notify GMP+ International of its findings~~.

~~4. 7 The Audits may be conducted by an Affiliate. The Certification Body shall procure demonstrably that the Affiliate shall at any time comply with all standards and requirements of the GMP+ FC scheme and all duties of the Certification Body under this Agreement.~~

4.8 GMP+ International has the right, at any time ~~but only after notifying the Certification Body~~, to conduct a Compliance Audit of the ~~Company~~ Participant. or to participate as witness during an Audit. The cost of these audits is at the expense of GMP+ International.

5. Confidentiality

5.1 The Certification Body ~~shall~~ must not disclose to third parties any Documentation, or use it for any purpose other than as described herein, unless GMP+ International agrees otherwise prior to disclosure in writing.

5.2 ~~5.4~~ Non-disclosure obligations arising from Article 5.1 shall not apply to Documentation the contents of which have become generally known or easily accessible or which have been lawfully revealed by a third party. In case to comply with law and/or legal regulation and/or by orders of a court, governmental agency or accreditation body but always with prior notice to GMP+ International.

5.3 ~~5.2~~ The Certification Body ~~shall~~ must ~~draw the attention~~ procure that all of its employees and Critical/Non-Critical location and Outsourcing Party ~~Affiliates and Sub-Contractors~~ and their employees, if any, adhere to the obligations arising ~~under~~ out of Article 5.1.

5.4 ~~5.3~~ With exception of the cases of authorization mentioned in the GMP+ FC scheme, GMP+ International shall not disclose to third parties any ~~(reported)~~ information of the Certification Body and will not use it for any purpose other than as described herein, unless the Certification Body agrees otherwise prior to disclosure in writing.

6. Fees

6.1 Every year, the Certification Body ~~shall~~ must pay to GMP+ International the Annual (License) Fee. The amounts hereof are specified in the GMP+ C4 document of the GMP+ FC scheme. The amounts specified therein are agreed net. If VAT is applicable, this shall be borne by the Certification Body. Any local and/or other taxes, governmental fees or dues, if applicable, shall also be borne by the Certification Body.

Every year, the Critical Location must pay to GMP+ International a fixed fee as establish in article 2.1 of the GMP+ C4.

6.2 The Annual (License) Fee is determined by GMP+ International. GMP+ International reserves the right to unilaterally adjust the amounts in the GMP+ C4 document of the GMP+ FC scheme.

6.3 ~~Upon the first request of GMP+ International, the Certification Body shall must fully and completely inform GMP+ International of all information required to calculate the Annual License Fee. If such information is not provided within a reasonable time, GMP+ International is entitled to make a binding estimate of the Annual License Fee due by the Certification Body.~~

The Certification Body/Critical location must keep the GMP+ company database up to date as mentioned in annex 1 of GMP+ A1 *General Regulations* in order to enable GMP+ International to extract the necessary information required to calculated the Annual License Fee.

6.4 In addition to the Annual (License) Fee, the Certification Body hereby agrees to pay GMP+ International a fee for the examination by GMP+ International of its auditors. The amounts hereof are specified in the GMP+ C4 document of the GMP+ FC scheme. The amounts specified therein are agreed net. If VAT is applicable, this shall be borne by the Certification Body. Any local and/or other taxes, governmental fees or dues, if applicable, shall also be borne by the Certification Body.

7. GMP+ Company Database

7.1 The Certification Body must comply with the (applicable) requirements and obligations as stated in Chapter 4 of the GMP+ A1 *General Regulations* which is an integral part of this agreement.

~~7.1~~ ~~The Certification Body hereby approves that its company details, including but not limited to the name and address of its registered office, will be registered by GMP+ International in the Database.~~

~~7.2~~ ~~Upon concluding a Certification Agreement with a Company, the Certification Body shall immediately enter the following Company details in the Database:~~

a) ~~the official Company name, address(es) of the Company office(s), the Company's registered office address, a Company Emergency Telephone Number,~~
b) ~~the site(s) where the Company conducts its activities;~~
c) ~~which GMP+ standard(s) / scope(s) apply; and~~
d) ~~if applicable, the Business Location(s) which have been granted a Certificate,~~

~~7.3~~ ~~The Certification Body is responsible for the completeness and correctness of its information included in the Database as referred to in Articles 7.1 and 7.2 The Certification Body should inform GMP+ International in writing of changes to its own company details as referred to in Article 7.1. ultimately one month before these are effective. The Certification Body shall update the Company information it enters in the Database referred to in Article 7.2 immediately upon becoming aware of changes to this information.~~

~~7.4~~ ~~The Certification Body shall inform GMP+ International within 2 working days after applying a Measure or a Sanction under the Certification Agreement against the Company stating the unique GMP+ registration number, name, address and registered office of the company involved.~~

8. Default

8.1 In the event the Certification Body, Critical/Non-Critical location, Outsourcing Party is not or not fully performing one or more of the obligations arising from this Agreement, including but not limited to obligations arising from the GMP+ FC scheme measures and sanctions as stated in Article 8 of the GMP A1 *General Regulations,* which is an integral part of this agreement, will be imposed.

~~8.1 In the event the Certification Body is not or not fully performing one or more of the obligations arising from this Agreement, including but not limited to obligations arising from the GMP+ FC scheme, GMP+ International is entitled to take one or more following measures:~~
~~a) Suspension; and/or~~
~~b) Termination of this Agreement as referred to in Article 9.2 after which for a period of one year GMP+ International will not conclude a new agreement with the Certification Body or an Affiliate;~~

~~8.2 In the event GMP+ International is not or not fully performing one or more of the obligations arising from this Agreement, including but not limited to obligations arising from the GMP+ FC scheme, the Certification Body is entitled to termination of this Agreement as referred to in Article 9.3.~~

~~8.3 In case of Suspension, the Certification Body is obliged to appoint a third party to conduct the Audits during the Suspension.~~

~~8.4 GMP+ International is entitled to make public the measures taken against the Certification Body, including but not limited to publication thereof in the Database.~~

9. Conditions for the GMP+ accepted Certification Body operating with Critical and Non-Critical Location(s).

9.1 The Certification Body and its Critical and Non-Critical location must operate under the same management and the same global quality management system.

9.2 The Certification Body shall have the means to substantially influence and control the activities of the sites. The Certification Body shall be able to demonstrate that such influence and control is in place and properly working.

9.3 The Critical and Non-Critical locations shall offer GMP+ services to the local market not under their own name and logo, there must always be name and logo of the Certification Body.

9.4 The Certification Body maintains the final responsibility for the GMP+ activities performed by the Critical, Non-Critical location.

9.5 Where the Critical location(s) carry out key activities then the GMP+ accepted Certification Body shall in its contract and/or SLA clearly identify the address of these sites.

9.6 The use of Critical and/or Non-Critical locations is only allowed for locations within the same organization and where the Certification Body maintains the legal responsibility for the activities performed and certificates/reports issued by the Critical and/or Non-Critical locations. The legal responsibility must be demonstrated on the basis of contract/SLA or equivalent legal relationships between the Certification Body and the Critical and/or Non-Critical locations and internal regulations in the organization that further specify these relationships in terms of management and legal responsibilities.

9.7 Using Critical and/or Non-Critical locations is possible for all types of local sites such as subsidiaries, branches, agencies, offices, etc. regardless of their legal personality, as long as they carry out clearly defined and relevant activities within the scope(s) of the GMP+ FC Scheme.

9.8 Holding the final responsibility as mentioned in article 9.4 for activities performed by the Critical and/or Non-Critical location, implies that the Certification body takes the operational, financial and legal responsibility/liability for activities performed by these locations, and this operational, financial and legal responsibility/liability must be stated in the GMP+ certification agreement with its customers.

9.9 In the standardized certification agreement in the form of a template approved by the Certification Body, between the Critical/Non-Critical location and the Company a legal or contractual link to the Certification Body and legal entity name must be included, stating the financial-, operational- and legal matter related to activities performed by the Critical/Non-Critical location are under the liability of the Certification Body.

10. Conditions for the GMP+ accepted Certification Body operating with Outsourcing Party

10.1 The Certification Body must have a process in which it describes the conditions under which outsourcing (which is sub-contracting to another organization to provide non-key activities on behalf of the Certification Body) may take place. The Certification Body shall have a legally enforceable contract/SLA covering the arrangements, including confidentiality and conflict of interests, with each organization that provides outsourced non-key activities. This can include outsourcing to other non-accepted Certification Bodies.

10.2 Decisions for granting, maintaining, renewing, extending, suspending or withdrawing certification shall never be outsourced.

10.3 The Certification Body shall:

a. take responsibility for all non-key activities outsourced to an Outsourcing Party.
b. ensure that the Outsourcing Party and the individuals that it uses comply with the requirements of the GMP+ FC scheme, including competence, impartiality and confidentiality.
c. ensure that the Outsourced Party and the individuals that it uses, is not involved either directly or through any other employer with an organization to be audited, in such a way that impartiality could be compromised.

10.4 The Certification Body must have documented procedures for the qualification and monitoring of all Outsourcing Parties that provide non-key activities for certification and must ensure that records of the competences of auditors and technical reviewers are maintained.

10.5 The Certification Body must require external auditors and external technical reviewers to have a written agreement by which they commit themselves to comply with applicable policies and procedures as defined by the Certification Body and the requirements of the GMP+ FC scheme. The agreement must address aspects relating to confidentiality and to independence from commercial and other interest and must require external auditors and external technical reviewers to notify the Certification Body of any existing or prior association with any organization they may be assigned to audit. The involved external auditors and external technical reviewers must be accepted by GMP+ International.

10.6 In the standardized certification agreement in the form of a template approved by the Certification Body, between the Outsourcing Party location and the Company a legal or contractual link to the Certification Body and legal entity name must be included, stating the financial-, operational- and legal matter related to activities performed by the Outsourcing Part are under the liability of the Certification Body.

11. ~~9~~ Duration and termination

11.1 ~~9.1~~ This Agreement will enter into force on the date of signature by the Parties and will remain in force until 31 December 20XX.

11.2 ~~9.2~~ GMP+ International is entitled to terminate this Agreement with immediate effect by written notice to the Certification Body if:

a) the Certification Body does not ~~follow~~ comply ~~within 2 working days~~ with binding instructions ~~given~~ issued by GMP+ International as stated in Chapter 8 of the GMP+ A1 *General Regulations*. ~~in response to a Company Participant not complying the requirements of the GMP+ FC scheme;~~
b) the Certification Body is not accredited by an Approved Accreditation Body within one year from the signing date of this Agreement;
c) the Certification Body does not or not fully perform one or more of the essential of its obligations arising from the GMP+ FC scheme.

11.3 ~~9.3~~ Either Party may terminate this Agreement with immediate effect or not to renew by written notice to the other Party if:

a) either Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within ~~14 days~~ a determined timeframe after receipt of ~~a written notice~~ an official letter giving full particulars of the breach and required ~~it to be remedied;~~ corrective actions;
b) an encumbrance takes possession or a receiver is appointed over any of the property or assets of that other Party or is declared bankrupt;
c) that other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
d) that other Party goes into liquidation;
e) anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified in clauses 11.3 a)-d) of this Agreement; or
f) that other Party ceases, or threatens to cease, to carry on business,

11.4 ~~9.4~~ In the event that a Certification Body terminates or not to renew the License Agreement they are obliged to inform all parties concerned three months in advance to enable all Participants to transfer to another Certification Body. ~~it shall inform all the Companies properly in order to enable them to transfer to another Certification Body.~~

12. ~~10~~ Liability

12.1 ~~10.1~~ The Certification Body shall reimburse GMP+ International for the principal amount of a claim for compensation or damages by a Participant and/or a Company directed at GMP+ International insofar as GMP+ International's liability towards the Participant and/or the Company is related to the performance of the Certification Agreement by the Certification Body and subsequently its Critical/Non-Critical location and/or its Outsourcing Party ~~Affiliates and/or its Subcontractors~~ and on the condition that such liability has been established by a final court judgment or final arbitral award.

12.2 ~~10.2~~ The indemnity as set out in Article 12.1 ~~10.1~~ does not apply if:
1. A claim directed at GMP+ International is based on acts of GMP+ International itself (including but not limited to use of the binding instruction, a violation by GMP+ International of the GMP+ Scheme or external communication by GMP+ International)
2. Or the claim is based on such facts or circumstances as the Certification Body and subsequently its Critical/Non-Critical location and/or its Outsourcing Party ~~and/or Affiliates and/or Subcontractor~~ did not know or could not have been expected to know and taken into account at the time of the performance of the Certification Agreement.

12.3 ~~10.3~~ The indemnity as set out in Article 12.1 ~~10.1~~ applies nonetheless if an act of GMP+ International as set out in Article 12.2 ~~10.2~~ ~~(i)~~ is due to GMP+ International having based its conduct on incorrect information provided by the Certification Body and/or Critical/Non-Critical location and/or its Outsourcing Party ~~Affiliates and/or Subcontractors~~ (and the Certification Body and/or Critical/Non-Critical location and/or its Outsourcing Party ~~Affiliates and/or Subcontractors~~ knew or should have known that it was incorrect).

12.4 ~~10.4~~ In case of a claim within the scope of this Article 12 ~~10~~, GMP+ International shall forthwith fully inform the Certification Body and not enter into an amicable settlement with claimant without prior written consent of the Certification Body, on penalty of forfeiture of the rights under this Article 12 ~~10~~.

12.5 ~~10.5~~ The Certification Body shall at all times be fully liable towards GMP+ International for all acts and omissions by its Critical/Non-Critical location and/or its Outsourcing Party ~~Affiliates and/or its Sub-contractors~~.

12.6 ~~10.6~~ The liability of parties towards each other in connection with performance of this Agreement and this Article 12 ~~10~~ is at all times limited to € 250,000 per claim with a maximum of € 1,000,000 per calendar year.

13. ~~11~~ Miscellaneous

13.1 ~~11.1~~ This Agreement constitutes the complete and full agreement between the Parties. ~~Any modifications of or amendments to this Agreement must be made in writing and signed by both Parties in a legally binding way in order to be valid.~~

13.2 ~~11.2~~ Any invalidity of individual provisions of this Agreement shall not affect the validity of the remaining provisions of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law. Any provisions found to be invalid or unenforceable shall be substituted by such other provisions coming, in a legally permissible way, as close as possible to the economic meaning and intention of such invalid provision.

13.3 ~~11.3~~ The Certification Body ~~shall not~~ is not allowed to assign this Agreement in whole or in part or any benefit or interest therein. ~~without the prior written consent of GMP+ International.~~

14. ~~12~~ Applicable law and disputes

14.1 ~~12.1~~ This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

14.2 ~~12.2~~ All disputes arising in connection with the Agreement, or further contracts resulting therefrom, shall be heard by the District Court of ~~The Hague~~ Rotterdam, having exclusive jurisdiction.

Drawn up and signed in duplicate,

GMP+ International BV	[Name Certification Body]
Johan den Hartog Managing Director ……	[Name of legal representative] (Title of legal representative) ……
Place: Rijswijk	(Signature) ……..
Date:……	Place:…… Date:…….

Annex ~~Schedule 1.13~~ 1.7: Trademarks / Logo's

~~[Will be included in individual Agreements]~~
Trademarks and applicable logo(s) will be added in individual Agreement(s)

- Community Trademark "GMP+ Feed Safety Assurance" No 009547795;
- International Trademark "GMP+ Feed Safety Assurance" No 1037745;
- Benelux Trademark "GMP+ Feed Safety Assurance" No 0876782.

- Community Trademark "GMP+ Feed Responsibility Assurance" No 013946199 *~~registration in progress~~*;
- International Trademark "GMP+ Feed Responsibility Assurance" *registration in progress*;
- Benelux Trademark "GMP+ Feed Responsibility Assurance" *registration in progress*.

Schedule 1.17: Standard GMP+ Certification Agreement Provisions

The following standard provisions shall be included by the Certification Body in the Certification Agreement.

Definitions

The capitalized words (such as "Audit") refer to the terms and definitions mentioned or listed in Article 1 of the GMP+ Feed Certification scheme License Agreement which are fully applicable in the Certification Agreement, with the exception of:

- **Affiliate**: any undertaking,
  a) in which the Company, when the Company held the Certificate or thereafter, directly or indirectly,
     - owns more than half the capital or business assets, or
     - has the power to exercise more than half the voting rights, or
     - has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing the undertaking, or
     - has the right to manage the affairs of the undertaking, or
  b) which, when the Company held the Certificate or thereafter, directly or indirectly has in or over the Company the rights or powers listed in (1), or
  c) in which an undertaking referred to in (2) directly or indirectly has the rights or powers listed in (1), when the Company held the Certificate or thereafter.
- **Agreement**: this Certification Agreement.
- **Documentation**: any documentation provided to the Company by the Certification Body in the course of this Agreement, including, but not limited to the documents of the GMP+ FC scheme.
- **Incident**: any incident or event demonstrating that the Company does not comply with the requirements of the GMP+ FC scheme.
- **Instructions**: binding instructions given by the Certification Body to the Company in case of non-compliance with the GMP+ FC scheme.
- **License Agreement**: the license agreement between the Certification Body and GMP+ International.
- **Measure(s)**: the measures imposed to the Company accordingly the stipulations and directives in the GMP+ FC scheme.
- **Product Recall**: a recall by the Company of all or part of the products indicated by the Certification Body.
- **Sanction**: the sanctions imposed to the Company accordingly the stipulations and directives in the GMP+ FC scheme.
- **Suspension**: suspension of the Certificate meaning that the Company can temporarily not use the Certificate and the Licensed IP.
- **Withdrawal**: withdrawal of the Certificate meaning that the Certificate is declared invalid by the Certification Body.

The definitions in Article 1 of the GMP+ Feed Certification scheme Agreement referred to hereunder should therefore be separately inserted in the definitions list in the Certification Agreement.

GMP+ FC scheme

1. Upon signing of this Agreement, the Company warrants that it complies with all applicable requirements in the GMP+ FC scheme. Parties agree that the GMP+ FC scheme is part of this Agreement.

2. The most recent version of the GMP+ FC scheme is publicly accessible at the Website www.gmpplus.org and is available for inspection at GMP+ International's office at the Braillelaan 9 in (2289 CL) Rijswijk, The Netherlands. Upon request of the Company, the Certification Body shall promptly provide the Company with a free copy of the most recent version of the GMP+ FC scheme, electronically or otherwise. By signing this Agreement, the Company expressly agrees to the above ways to take note of the GMP+ FC scheme and declares that prior to signing this Agreement it has read and understood these documents.

3. GMP+ International may at any time make any necessary amendments to the contents of the GMP+ FC scheme. The Certification Body shall promptly, electronically or otherwise, notify the Company of amendments to the GMP+ FC scheme.

4. The Certification Body is entitled to conduct a Initial (Certification) Audit in order to assess the compliance with the GMP+ FC scheme. As soon as the Company has obtained the GMP+ certificate, it shall continue to abide to all relevant standards and requirements of the GMP+ FC scheme.

5. During the term of this Agreement, the Certification Body will regularly conduct Surveillance or Supervision Audits. A Recertification or Extension Audit is only conducted at the request of the Company. The Company must request for the Recertification or Extension Audit ultimately 4 weeks prior to the end of the validity of the Certificate, otherwise the GMP+ certificate become invalid at the date of expiring.
   Or: During the term of this Agreement, the Certification Body will regularly conduct Supervision Audits. A Recertification or Extension Audit will be conducted ultimately 4 weeks prior to the end of the validity of the GMP+ certificate.

6. The Certification Body may use third parties to conduct Audits.

7. GMP+ International or one of its experts is at all times entitled to conduct a Compliance Audit and to attend any Audit conducted by the Certification Body.

8. The Company shall lend its full cooperation to the Audits and Compliance Audits and shall, upon first request of the Certification Body, GMP+ International or a third party conducting the (Compliance) Audit, provide access to all locations of the Company. The Certification Body shall procure the Company's cooperation to the audits as set in this Article.

Certificate

9. A GMP+ certificate is granted by the Certification Body to the Company and is valid until the date indicated thereon with a maximum of three years after this Agreement takes effect. After this period, the GMP+ certificate will, subject to the provisions in this Agreement, continue in force for subsequent periods of 3 years unless:
    a. the Company or the Certification Body terminates this Agreement by way of 2 month's notice before the expiration of the 3 year period starting from the date of receipt of a registered letter in which the other party is notified of such termination;
    b. no Recertification or Extension Audit has been conducted before expiry date;
    c. the Company does not meet the applicable requirements incorporated in the GMP+ FC scheme demonstrated by either i) a negative outcome of the Recertification or Extension Audit or ii) a Measure and/or Sanction imposed to the Company in which case the validity of the GMP+ certificate will not be extended and this Agreement will be terminated at the expiration of the 3 year period;
    d. the Sanction of Withdrawal is effected against the Company in which event the GMP+ certificate will be immediately invalid;
    e. the License Agreement ends in which event the GMP+ certificate is invalid and this Agreement terminated immediately.

Rights & Obligations

10. Upon the terms and conditions of this Agreement, the Company is entitled to use the Trademarks and the Documentation under the condition that it meets all requirements for Participants incorporated in the GMP+ FC scheme.

11. The Trademarks shall only be used exactly as registered in the relevant trademark register(s). In any case, the Company is not permitted to alter the Trademarks or to use the Trademarks as part of a new logo. The Trademarks may be:
    a. affixed to the walls and/or on signs around the premises or on transport vehicles of the Company;
    b. affixed to documents of the Company;
    c. used on the website of the Company.

12. The Documentation shall not be published nor modified in any way by the Company. The Company has the right to reproduce the Documentation for its own use.

13. The Company does not have the right to license or transfer the rights granted in this Agreement to a third party.

14. The Company has the duty to immediately report to the Certification Body any infringement of the Trademarks or Documentation which comes to the notice of the Company.

15. Upon termination of this Agreement, the Company loses its right to use the Trademarks and Documentation. The Company shall permanently remove all references made to the Trademarks and shall destroy the Documentation as well as all materials depicting the Trademarks.

Publication of Company details in Database

16. The Company agrees that the following details will be published by GMP+ International:
    a. the official Company name, address(es) of the Company office(s), the Company's registered office address, a Company Emergency Telephone Number;
    b. the Business Location(s) where the Company conducts its activities;
    c. which GMP+ standard(s) / scope(s) apply;
    d. if applicable, the Company units which have been granted a GMP+ certificate;
    e. any other item what has been stipulated in the GMP+ FC scheme to be published.

17. The Company shall make the necessary amendments in the GMP+ Company Database of GMP+ International in case of changes, and as soon as GMP+ International has enabled it, to the following information: the Company's registered post address, the Company Emergency Telephone Number, or the Company's suppliers if applicable. In case of any other changes to the information referred to in Article16 of this Agreement or any other information it has provided to the Certification Body in the course of this Agreement, the Company shall immediately inform the Certification Body of these changes.

Measures and Sanctions

18. If the Certification Body establishes based on an Incident or an Audit that the Company does not comply with the applicable requirements incorporated in the GMP+ FC scheme it is entitled to impose Measures and Sanctions to the Company according the stipulations in the GMP+ FC scheme.

19. Any costs of the Measures will be borne by the Company.

20. During Suspension, the Company shall not use the Trademarks and Documentation. The Company shall temporarily remove all references made to the Trademarks. In case the Company has affixed the Trademarks to its products, during Suspension it will refrain from bringing these products into the market.

21. The Certification Body is entitled to inform GMP+ International and the relevant government authorities of any Measures or Sanctions taken against the Company.

22. The Certification Body or GMP+ International are entitled to publish any Measures or Sanctions taken against the Company. GMP+ International is also entitled to inform the Participants or other certification bodies in the GMP+ FC scheme or any other scheme holder with which it has a mutual recognition, about any Measures or Sanctions imposed on the Company.

Dispute Resolution

23. In the event that a dispute between the Certification Body and the Company that went through the alternative dispute resolution mechanism of the Certification Body, either Party may refer the dispute to the GMP+ Disputes Committee which will hear the dispute according to the dispute settlement procedure in the GMP+ A4 document of the GMP+ FC scheme.

24. The dispute procedure of GMP+ International is only possible after settlement of the dispute procedure provided by the Certification Body.

x-x-x-x-x

Schedule 1.18 Standard Sub-contracting Agreement Provisions

The following standard provisions shall be included by the Certification Body in the Sub-contracting Agreement.

Definitions

The capitalized words (such as "Audit") refer to the terms and definitions mentioned or listed in Article 1 of the GMP+ Feed Certification Scheme License Agreement which are fully applicable in the Certification Agreement, with the exception of:

- **Affiliate**: any undertaking,
  d) in which the Sub-contractor, directly or indirectly,
    - owns more than half the capital or business assets, or
    - has the power to exercise more than half the voting rights, or
    - has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing the undertaking, or
    - has the right to manage the affairs of the undertaking, or
- **Agreement**: the Sub-contracting Agreement.
- **Documentation**: any documentation provided to the Sub-contractor by the Certification Body in the course of this Agreement relating to the GMP+ FC scheme.

The definitions in Article 1 of the GMP+ Feed Certification Scheme License Agreement referred to hereunder should therefore be separately inserted in the definitions list in the Sub-contracting Agreement.

GMP+ FC scheme and audits

1. a. Upon signing of this Agreement, the Sub-contractor warrants that it has obtained the required accreditation from an Approved Accreditation Body. The Sub-contractor shall continue to abide to all applicable stipulations, standards and requirements of the GMP+ FC scheme. Parties agree that the GMP+ FC scheme is part of this Agreement.
   b. The most recent version of the GMP+ FC scheme is publicly accessible at the Website www.gmpplus.org and is available for inspection at GMP+ International's office at the Braillelaan 9 in (2289 CL) Rijswijk, The Netherlands. Upon request of the Sub-contractor, the Certification Body shall promptly provide the Sub-contractor with a free copy of the most recent version of the GMP+ FC scheme, electronically or otherwise. By signing this Agreement, the Sub-contractor expressly agrees to the above ways to take note of the GMP+ FC scheme and declares that prior to signing this Agreement it has read and understood these documents.
   c. GMP+ International may at any time make any necessary amendments to the contents of the GMP+ FC scheme. The Certification Body shall promptly, electronically or otherwise, notify the Sub-contractor of amendments to the GMP+ FC scheme.

2. During the term of this Agreement, the Certification Body will regularly conduct assessment audits in order to verify whether the Sub-contractor is complying with all applicable obligations.

3. The Certification Body may use third parties to conduct assessment audits.

4. GMP+ International or one of its experts is at all times entitled to conduct a Compliance Audit or to accompany an assessment audit of an Audit. In case GMP+ International wants to receive (copies of) records in advance, the Certification Body is obliged making the requested information available for GMP+ International accordingly.

5. The Sub-contractor shall lend its full cooperation to the audits mentioned in this Article and shall, upon first request of the Certification Body or a third party conducting the audit, provide access to all locations of the Sub-contractor and shall and make available all desired information. The Certification Body shall procure the Company's cooperation to the audits as set in in this Article.

6. The entitlements of GMP+ International to the Certification Body are even as applicable to the Sub-contractor.

Rights & Obligations

7. Upon the terms and conditions of this Agreement, the Sub-contractor is entitled to use the Trademarks and the Documentation under the condition that it meets all requirements for participants incorporated in the GMP+ FC scheme.

8. The Trademarks shall only be used exactly as registered in the relevant trademark register. In any case, the Sub-contractor is not permitted to alter the Trademarks or to use the Trademarks as part of a new logo. The Trademarks may be:
   a. affixed to the walls and/or on signs around the premises of the Sub-contractor;
   b. affixed to documents of the Sub-contractor;
   c. used on the website of the Sub-contractor.

9. The Documentation shall not be published nor modified in any way by the Sub-contractor. The Sub-contractor has the right to reproduce the Documentation for its own use.

10. The Sub-contractor shall not be entitled to license or transfer any obligations pursuant to or rights granted in this Agreement to a third party.

11. The Sub-contractor has the duty to immediately report to the Certification Body any infringement of the Trademarks or Documentation which comes to the notice of the Sub-contractor. The Sub-contractor is not authorized to sue in respect of the infringement.

12. Upon termination of this Agreement, the Sub-contractor loses its right to use the Trademarks and Documentation. The Sub-contractor shall permanently remove all references made to the Trademarks and shall destroy the Documentation as well as all materials depicting the Trademarks

In case the Sub-contractor has affixed the Trademarks to its products, it will refrain from bringing these products into the market and, if the Trademarks cannot be removed from the products, destroy the products.

13. The Sub-contractor must enable the Certification Body to comply with all obligations and duties according the GMP+ Feed Certification License agreement regarding the services and activities arranged in this Sub-contractor's Agreement.

Dispute Resolution

14. In case of a dispute between the Certification Body and the Sub-contractor that went through the alternative dispute resolution mechanism of the Certification Body, either Party may refer the dispute to the GMP+ Disputes Committee which will hear the dispute according to the dispute settlement procedure in the GMP+ A4 document of the GMP+ FC Scheme.

15. The dispute procedure is only possible after settlement of the dispute procedure provided by the Certification Body.

***

End (model) agreement

Annex ~~Schedule 4~~ 3.1: Standards / scopes covered by the GMP+ Feed Certification scheme (License) Agreement

This document is part of the **GMP+ Feed Certification scheme License Agreement** which has been entered into force <date><month><year> for the period until <date><month><year> between GMP+ International and

Name of the Certification Body :
Address :
Location :

The GMP+ Feed Certification License Agreement will relate to the following standards and scopes of the GMP+ FC scheme with effect from the date specified below:

GMP+ activity[1]	Accepted / Not accepted
Scope: Production of compound feed *GMP+ B1 Production, trade and services / GMP+ B1.2*	
Scope: Production of premixtures *GMP+ B1 Production, trade and services / GMP+ B1.2*	
Scope: Production of feed material *GMP+ B1 Production, trade and services/ GMP+ B1.2* *GMP+ B2 Production of Feed Ingredients*	
Scope: Production of feed additives *GMP+ B1 Production, trade and services/ GMP+ B1.2* *GMP+ B2 Production of Feed Ingredients*	
Scope: Trade in animal feed *GMP+ B3 Trade, collection and storage & transshipment* *GMP+ B3.2 Trade to livestock farm*	
Scope: Storage & transshipment *GMP+ B3 Trade, collection and storage & transshipment*	
Scope: transport of own products *GMP+ B3 Trade, collection and storage & transshipment*	
Scope: Transport of animal feed, road transport *GMP+ B4 Transport, scope road transport*	
Scope: Transport of animal feed, rail transport *GMP+ B4 Transport, scope rail transport*	
Scope: Transport of animal feed, short sea shipping and inland waterway Transport *GMP+ B4.3 Short Sea Shipping and Inland Waterways Transport*	

[1] Can be modified in case of deleted or new standards / scopes

GMP+ activity[1]	Accepted / Not accepted
Scope: Affreightment of inland waterways transport *GMP+ B4 Transport, scope affreightment*	
Scope: Affreightment of short sea shipping *GMP+ B4 Transport, scope affreightment*	
Scope: Affreightment of Sea transport *GMP+ B4 Transport, scope affreightment*	
Scope: Affreightment of Rail transport *GMP+ B4 Transport, scope affreightment*	
Scope: Affreightment of Road transport *GMP+ B4 Transport, scope affreightment*	
Scope: Feed material cultivation *GMP+ B6 Feed materials cultivation*	
Scope: Production of and trade in pet food *GMP+ B8 Production of and trade in pet food*	
Scope: Laboratory testing *GMP+ B10 Laboratory testing*	
Scope: Antibiotics free feed *GMP+ BCN-NL1 Antibiotics free feed*	
Scope: Dioxin-monitoring in laying hens (rearing) feeds *GMP+ BCN-NL 2 dioxin-monitoring in laying hens (rearing) feeds*	
Scope: Supplier assurance for China *GMP+ CN-1 Supplier assurance for China*	
Scope: Scope: Production of compound feed *GMP+ BCN-CEE Additional requirements for Central & Eastern Europe*	
Scope: Scope: Production of premixtures *GMP+ BCN-CEE Additional requirements for Central & Eastern Europe*	
GMP+ BCN-DE1 *QM Milch*	
Scope: Production of compound feed GMP+ BCN-IT specific requirements for Italy	
Scope: Production of premixtures GMP+ BCN-IT specific requirements for Italy	
Scope: Production of feed materials GMP+ BCN-IT specific requirements for Italy	

GMP+ activity[1]	Accepted / Not accepted
Scope: Trade in compound feed Trade in premixtures Trade in feed materials GMP+ BCN-IT specific requirements for Italy	
Scope: Road transport of animal feed GMP+ BCN-IT specific requirements for Italy	
Scope: RTRS Mass Balance *GMP+ MI101 Production and trade of RTRS soy*	
Scope: RTRS Segregation *GMP+ MI101 Production and trade of RTRS soy*	
Scope: Responsible pig & poultry feed *GMP+ MI102 Responsible pig & poultry feed*	
Scope: Responsible dairy feed *GMP+ MI103 Responsible dairy feed*	

Date of implementation: <date><month><year>

Valid until: <date><month><year>

GMP+ International B.V.

Johan den Hartog
Managing Director

[Name Certification Body]

……..
[Name of legal representative]
Managing Director

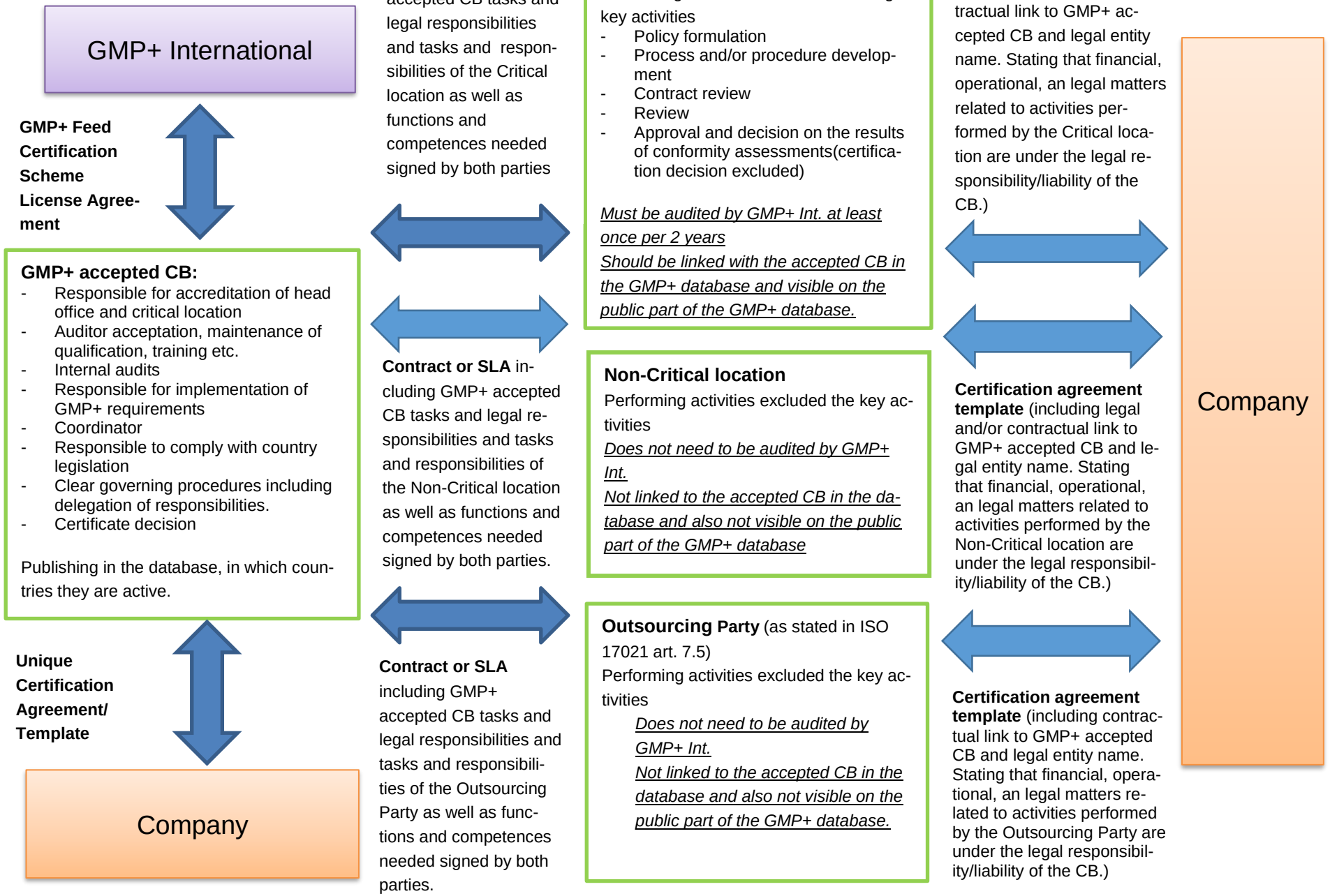
……

(Signature)

……...

Date:……

Annex 4


GMP+ International
GMP+ Feed Certification Scheme License Agreement
GMP+ accepted CB:
- Responsible for accreditation of head office and critical location
- Auditor acceptation, maintenance of qualification, training etc.
- Internal audits
- Responsible for implementation of GMP+ requirements
- Coordinator
- Responsible to comply with country legislation
- Clear governing procedures including delegation of responsibilities.
- Certificate decision
Publishing in the database, in which countries they are active.
Unique Certification Agreement/ Template
Company
Contract or SLA including GMP+ accepted CB tasks and legal responsibilities and tasks and responsibilities of the Critical location as well as functions and competences needed signed by both parties
Contract or SLA including GMP+ accepted CB tasks and legal responsibilities and tasks and responsibilities of the Non-Critical location as well as functions and competences needed signed by both parties.
Contract or SLA including GMP+ accepted CB tasks and legal responsibilities and tasks and responsibilities of the Outsourcing Party as well as functions and competences needed signed by both parties.
Critical location (according to ISO17011 article 7.5.7):
Performing one or more of the following key activities
- Policy formulation
- Process and/or procedure development
- Contract review
- Review
- Approval and decision on the results of conformity assessments(certification decision excluded)
Must be audited by GMP+ Int. at least once per 2 years
Should be linked with the accepted CB in the GMP+ database and visible on the public part of the GMP+ database.
Non-Critical location
Performing activities excluded the key activities
Does not need to be audited by GMP+ Int.
Not linked to the accepted CB in the database and also not visible on the public part of the GMP+ database
Outsourcing Party (as stated in ISO 17021 art. 7.5)
Performing activities excluded the key activities
Does not need to be audited by GMP+ Int.
Not linked to the accepted CB in the database and also not visible on the public part of the GMP+ database.
Certification agreement template (including legal and/or contractual link to GMP+ accepted CB and legal entity name. Stating that financial, operational, an legal matters related to activities performed by the Critical location are under the legal responsibility/liability of the CB.)
Certification agreement template (including legal and/or contractual link to GMP+ accepted CB and legal entity name. Stating that financial, operational, an legal matters related to activities performed by the Non-Critical location are under the legal responsibility/liability of the CB.)
Certification agreement template (including contractual link to GMP+ accepted CB and legal entity name. Stating that financial, operational, an legal matters related to activities performed by the Outsourcing Party are under the legal responsibility/liability of the CB.)
Company