

IndG.A.P. SUBLICENSE AND CERTIFICATION AGREEMENT

I as producer/producer group will:

1. Always fulfil the certification requirements; including paying fees, providing information about changes to the certified product, providing access to certified products for surveillance activities, implementing appropriate changes when they are communicated by the certification body.
2. Fulfil the product requirement of the certified products
3. Make all necessary arrangements for the conduct of the initial and surveillance inspections (announced and unannounced), examining the documents and records and access to the area(s), equipment(s), handling location(s), personnel, structures, non-certified production areas, client's subcontractors, investigation of complaints, the participation of observers, if possible.
4. Make claims regarding certification consistent with the scope for which the certification has been granted.
5. The operator does not use its products certification in such a manner as to bring the certification body into disrepute.
6. Not make any statements with respect to its products certification that the certification body may consider misleading or unauthorized.
7. Discontinue the use of all advertising matter indicating that the product fulfills the requirements specified in the standards upon suspension, withdrawal or termination of certification.
8. Upon suspension, withdrawal or termination of certification, the producer or producer group has to return the certification documents, discontinues its use of all advertising matter that contains any reference of IndG.A.P. and accept other actions are required by the APSOPCA or IndG.A.P.
9. To comply with any additional requirements as may be stipulated or required by APSOPCA based on the scheme requirements/project requirements being assessed.
10. Comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity and on information related to the product
11. Comply with requirement of the certification body or certification scheme regarding in making reference to its product certification in communication media such as brochures, documents or advertising.
12. Use certified seed or planting material as a source, certification programme.

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13. Take appropriate action to avoid contamination (by drift, soil erosion, commingling, parallel production /split production, prohibited substances etc.,) during GAP production.
14. Use only cleaned tools and equipments in GAP production to avoid contamination
15. Use only permitted substances in all stages of certification process as per IndG.A.P. standards. If not, only restricted substances will be admitted after obtaining prior approval from APSOPCA.
16. Informs the APSOPCA or notify the APSOPCA, without delay, of changes that may affect its ability to conform to the certification requirements i.e., legal, commercial, organizational status or ownership; organization and management, contact address, production sites, product changes, modifications to the major inputs or raw materials, change in OSP and major changes to the Quality Management System.
17. Accept authorized representative of APSOPCA to take samples at any stage of production/processing or from any product for testing to be used in the assessment of conformity to IndG.A.P. standards or when ever required by law.
18. Make necessary arrangements for all additional inspections in addition to the unannounced inspections.
19. Provide a letter of agreement for all parties involved in the chain of production of certified products with clear responsibilities, if required.
20. Take utmost care during post harvesting process including threshing, drying, handling or storage, transport of IndG.A.P. products in order to avoid contamination and commingling with Non-GAP products.
21. Agree to take maximum attention to avoid mechanical admixtures, contamination and commingling during post harvest operation.
22. Keep all the IndG.A.P. products separately and labelled neatly as per standards during handling or storage process.
23. Not to use incorrect reference and misleading use of license, certificates, marks or any other mechanism for indicating a product is certified.
24. Keep records of all complaints made known to it relating to compliance with certification requirements and make these records available to the APSOPCA when requested.
25. Take an appropriate action with respect to such complaints and any deficiencies found in products or process that affect compliance with the requirements for certification and documents the actions taken.
26. Maintain all records applicable to the IndG.A.P. operations for not less than 2 years.

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27. Agree to impose any type of sanctions as per APSOPCA rules and procedures in case of non compliance are found and fail to take an appropriate action within the stipulated time.
28. Inform to APSOPCA in case of voluntary withdrawal from certification and return the certificate documents.
29. The applicant is responsible for the product liability, if any arises, in case of pesticide residuals exceeding MRLs or indicates forbidden chemical usage or any other factors.
30. Upon successful registration agree to have its name, location and scope of application including in APSOPCA, Directory of Registered Customers.
31. Upon suspension/withdrawal of its certification, discontinue use of all advertising material and return original copy of certificate as required by QCI/APSOPCA.
32. Maintain all records of complaints relating to products compliance and to take appropriate actions and to make available to APSOPCA.
33. To use certification only to indicate as being in conformity with the scheme being registered.
34. Agree to follow the requirements of APSOPCA while making reference to its certification program in its communications via media etc.
35. Agree to inform APSOPCA in case of any significant changes affecting the products design or specification or changes in the management/ownership or changes in the certification system.

Certification mark IndG.A.P. SYSTEM

36. Comply with all provisions and requirements of the IndG.A.P. system within the scope of the licensed services in their most recent version and with this Agreement.
37. Where applicable for Approved Modified Checklist (AMC) and private standards other than IndG.A.P. standards, Certified producer (CP) shall in addition to this Agreement adhere to the rules laid down under those standards, which may differ from the IndG.A.P. system.
38. APSOPCA shall make available to CP any applicable changes made by QCI in the IndG.A.P. system documents as published on the QCI website
39. Certification to IndG.A.P. standard is not an assurance or guarantee that food is safe for consumption, or that the food and supporting production systems meet all applicable regulations and best practices in the country of production or country of intended destination.

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Certification Mark/Trademark, QR Code Logo, and IndG.A.P. Number

40. CP shall follow the relevant IndG.A.P. system rules and obligations concerning the use of the Certification Mark/Trademark or any INDG.A.P. numerical identifier issued by INDGA.P. (e.g. UIN) within the scope of the licensed services.
41. The IndG.A.P. trademark shall appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products in compliance to the relevant Section (6) for use of Mark of INDG.A.P. Scheme and provisions of FSSA, 2003.
42. The logos may appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products.
43. CP shall use the Certification Mark/Trademark only in connection with products/processes/services complying with the requirements of the IndG.A.P. system within the scope of the licensed services.
44. In case of a producer group, CP shall ensure that all Producer group members act according to the rules mentioned in this Agreement. This also applies to the Trademark and/or IndG.A.P. unique identification number (UIN).
45. CP shall use the Trademark only in the manner provided by INDG.A.P., and CB shall not alter, modify, or distort them in any way.
46. CP shall indicate, the status of Mark in case if it is registered (it could be the applicants Mark as well).
47. CP is entitled to use the IndG.A.P. name and/or certification mark/trademark for traceability/segregation/identification purposes only on-site at the production and handling location(s).
48. CP is entitled to use the IndG.A.P. name and/or trademark in business-to-business communication as the IndG.A.P. claim only according to the IndG.A.P. system rules of the applicable scope of the licensed services as indicated.
49. CP shall use neither the Trademark, nor a IndG.A.P. numerical identifier as part of CP's company name, nor in any other way to imply that IndG.A.P. is part of CP's business.
50. CP shall not use the Trademark and/or a IndG.A.P. numerical identifier in any manner that could be construed as distasteful, offensive, or controversial and discredits or tarnishes the reputation or goodwill of QCI; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between QCI and CB and/or between QCI and CP.

51. CP shall make clear to third parties and consumers that QCI is not the producer of the goods/products. CP shall indemnify QCI and APSOPCA against possible product liability claims arising out of the use of the Trademark and/or IndG.A.P. numerical identifier.
52. CP agrees that the nature and quality of the licensed services shall not be contrary to the framework of the IndG.A.P. system, and all uses of the Trademark and/or IndG.A.P. numerical identifier in all advertising, promotional, and/or other forms shall be under the control of QCI. CP agrees to cooperate with QCI in facilitating QCI's control of such use of the Trademark and IndG.A.P. numerical identifier.
53. CP shall advertise and promote the licensed services in accordance with all applicable national, state, provincial, local, or other laws and regulations.
54. Any further variation of usage is to be agreed upon by CP and APSOPCA. Amendments must be in writing and require the prior written approval of QCI to be valid.
55. Where CP does not yet or no longer complies with the requirements of the licensed services, neither a Trademark nor a IndG.A.P. numerical identifier can be used.
56. Any objective evidence that indicates that CP has been misusing the Trademark and/or the IndG.A.P. claim shall lead to the exclusion of CP from the IndG.A.P. system for twelve (12) months after evidence of misuse.
57. CP shall promptly cease and desist from any and all use of the Trademark and/or IndG.A.P. numerical identifier upon termination of this Agreement for any reason.
58. QCI is entitled to enforce all provisions set forth in clause 4. of this Agreement directly.

Integrity Program

59. CP shall cooperate with QCI during Integrity Program activities and close any CP non-conformity found during an integrity assessment. Refusing, hindering, or avoiding an integrity assessment may lead to CP suspension and loss of certification.
60. Before, during and after an integrity assessment, CP shall grant APSOPCA, QCI access to its production, storage, handling sites, company offices, and employees and to all IndG.A.P. system-related documents and records reasonably necessary to show compliance with the IndG.A.P. system. CP shall also provide CB, QCI with all IndG.A.P. system-related information.
61. If subcontractors are involved in production, APSOPCA, QCI are entitled to perform a full on-site verification/inspection/audit of the subcontractor for those activities related to the IndG.A.P. system.

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62. If APSOPCA detects any non-conformities, CP shall bear any costs resulting from follow-up inspections.
63. The results of any integrity assessment will be available to CB, the AB of CB, and – where applicable – to the AMC and private standard owner.
64. In the case of a residue, contamination, traceability, fraud, or complaint investigation, QCI and APSOPCA shall be entitled to directly take or require CP to take product, water, or soil samples for laboratory analysis. Third-party sampling by APSOPCA or a collaborating firm may be required. A summary/report of the investigation shall be sent to CP. Where complaints are found to be valid, QCI is entitled to charge CP all or part of the investigation costs following the decision of the Integrity Surveillance Committee.
65. In the case of information bearing potential impact on the product status/claim is transmitted to QCI or to the IndG.A.P. Secretariat about a IndG.A.P. certified/registered producer (e.g., exceeded residue limit, microbial contamination, etc.), it is the responsibility of CP to provide evidence of compliance with the IndG.A.P. system and standards.
66. To maintain the integrity of the IndG.A.P. system, CP shall immediately report to QCI any event likely to have a negative impact on the IndG.A.P. system as a whole, including but not limited to food safety outbreaks, recalls, and/or official investigations. Acting under the direction of QCI, CB shall be entitled to temporarily suspend CP's certificate for a reasonable period of time while any such event is being investigated. As part of the investigation process, CB and QCI will coordinate on review and possible re-inspection as needed.
67. Comply with terms of Agreement, relevant Scheme standards, procedure and other related documents at all times.
68. Afford such accommodation and cooperation as is necessary to enable scheme owner or accreditation board to verify fulfilment of requirements for inspections. This applies to all locations where the certification activities take place.
69. Provide access or allow the scheme owner or accreditation board or APSOPCA personnel or both to the registered production units, equipments, information's, documents and records to verify the fulfilment of requirements for evaluation/monitoring/surveillance.
70. Arrange the witnessing of certification activities when requested by scheme owner or accreditation board at their places.

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Liability

71. CB shall not be liable for any infringement of any obligations under this Agreement or of third-party rights in connection with the use of the Trademark or IndG.A.P. numerical identifiers except where CP can prove that such infringement was caused by a wilful or grossly negligent act or omission by CB.
72. CP shall inform QCI and CB of any third-party claim for damages and/or injunctive relief arising from the use of the Trademark.
73. CP will not claim any damage or start any legal action against QCI if CP personal or production data that is published according to the data access rules is misused by a third party or by CB.

Term and Termination

74. This Agreement is for the period from the date of the signature of this Agreement until issuance and execution of an updated version, unless terminated earlier. This Agreement will automatically be extended for one (1) year if either Party does not terminate the Agreement by giving the other three (3) months written notice prior to the end of this Agreement. Either Party must notify the other Party of the termination of this Agreement in writing. A termination of certification will indicate a termination of this Agreement without formal written notice being issued.
75. The right to terminate this Agreement in exceptional circumstances and for material reasons remains unaffected. Such material reasons include, in particular, wilful or negligent infringements of this Agreement by one of the Parties, which are not remedied despite a formal notice to terminate the infringement within a reasonable period.
76. In the event of transfer to new CB, the earlier CB is obliged to provide CP with all information and undertake all action necessary to facilitate the transfer of this Agreement with CP to a new CB.

Parts and Alterations/Amendments of this Agreement

77. The IndG.A.P. system documents in the most recent versions (available at PADD, QCI website), alterations or amendments of these documents are part of this Agreement, provided CP does not object to a specific alteration or amendment within two (2) weeks after the alteration or amendment has been made public on or in any other appropriate manner. In the event of an objection, both Parties are entitled to terminate this Agreement within two (2) weeks after receipt of the objection by CP.

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78. CP shall without delay transform or implement the alterations or amendments which are part of this Agreement.

GOVERNING LAW AND ARBITRATION

79. This Agreement is exclusively governed by, and construed in accordance with, and the legal relations between the Parties hereto to be determined in accordance with the Indian law.

80. All disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the existing Arbitration Act.

CONFIDENTIALITY

81. APSOPCA makes appropriate arrangements to safeguard the confidentiality of the information obtained or created during the performance of certification/verification activities at all levels of its structure, including committees and external bodies or individuals acting on behalf of APSOPCA.

82. APSOPCA will inform all involved parties including CP and/or their members, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by QCI, is to be considered confidential.

This agreement covers the following standards, scopes, and sub-scopes within the IndG.A.P system.

STANDARDS	SCOPE	SUB-SCOPE	Date effective from:
IndG.A.P.	All Farm Base and Crops Base	<input type="checkbox"/> Fruit & Vegetables	
		<input type="checkbox"/> Combinable Crops	
		<input type="checkbox"/> Green Coffee	
		<input type="checkbox"/> Tea	
		<input type="checkbox"/> Spices	
		<input type="checkbox"/> Agro- Biodiversity	

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

Effective Date: ____/____/____

APSOPCA

Producer/producer group

Dr. A. Trivikrama Reddy,
 Director, APSSCA & APSOPCA

 (Name of Authorized Representative)

Signature

Signature

Date:

Date:

Place:

Place:

APSOPCA Seal/Stamp

Company Seal/Stamp (Optional)