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| Form# | 015G |
| By | KN |
| Date | 8/2/23 |
| Revision# | 005 |
| Supersedes | 7/19/23 |



**Contract and Estimate for Service**

**GLOBALG.A.P**

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| **Organization Name:** | ABC Company |
| **Address, City, State, Zip:** | 12345 Smith Street, Chippewa Falls, WI 54729 |
| **Contact Person:** | Joe Anderson |
| **Phone/Email:** | 715-723-5555/information@abccompany.com |
| **Assessment Services:** | GLOBALG.A.P. IFA, Option 1 Single Site |
| **Auditor Assigned:** | Joell Batista |

The parties to this contract are Ceres Certifications, International (hereafter CCI) and Company Name (client /legal entity).

**1. RESPONSIBILITY OF PARTIES**

**CCI Responsibility:**

CCI, in exchange for the compensation paid by Company Name under this contract, agrees to provide auditing services following the Scheme, Standard (to be confirmed with SM).

CCI has the sole responsibility of making the decision on certification.

CCI shall give due notice of any changes it intends to make in its requirements for certification. CCI shall take in account the views expressed by interested parties before deciding on the precise form and effective date of the changes, in accordance w Scheme requirements.

Any additional information will be provided, and any questions will be answered, by CCI’s Program Manager (PM) and/or GLOBALG.A.P. Scheme Manager (SM).

CCI has the right to do surveillance to ensure the client’s certified products continue to comply with the GLOBALG.A.P. standards. For more details on surveillance, please refer to the GLOBALG.A.P. General Regulations Part 1 and Part 111.

**Client Responsibility:**

Company Name agrees not to take pictures and/or recordings of any CCI staff while the audit is in progress, without prior approval from the Certifying Body. In the event this occurs, the audit will be stopped and reported to the GLOBALG.A.P. SM for guidance. In the event the SM is not available, the auditor with contact the company PM for direction.

Company Name agrees to comply with the requirements for certification and to supply any information needed for evaluation of products to be certified under the GLOBALG.A.P. Scheme. If the certification applies to ongoing production, the certified product continues to fulfill the product requirements. By registering for a GLOBALG.A.P. audit, Company Name commits to comply with the certification requirements and the payment of the applicable fees established by GLOBALG.A.P. and by the CB.

Company Name shall make all necessary arrangements for the conduct of evaluation and surveillance (if required), including provisions for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client’s subcontractors.

Company Name shall make claims regarding certification only in respect of the scope for which certification has been granted. The client will not use its product certification in such a manner as to bring CCI into disrepute and will not make any statement regarding its product certification which CCI may consider misleading or unauthorized.

Company Name shall provide to CCI notification of any significant changes to its organization (legal, commercial, organizational status or ownership, organization, and management e.g., key managerial, decision-making or technical staff, modifications to the product, new products and/or the production method, contact address and production sites, major changes to the quality management system, etc.) within 72 hours of occurrence.

Upon suspension, withdrawal, or termination of certification, the client agrees to make no misleading claims and should advise relevant existing and potential purchasers / suppliers regarding the status of certification. The client shall cease the use of the certification logo/trademark, license/certificate, or any device or document that may be linked to GLOBALG.A.P., on the products manufactured since the date of notification of suspension. The client will discontinue use of all advertising matter that contains any reference thereto and return any certification documents as required by CCI. For additional information CCI’s Certification Status Policy, Form# 324 is available upon request.

Company Name shall inform CCI about any food safety related prosecution, significant regulatory food safety non-conformity, product recall related to food safety or any other issues that could bring the GLOBALG.A.P. Scheme into disrepute, within 72 hours of occurrence. CCI shall ensure the integrity of certification after notification and consider the need to suspend or revoke certification.

Company Name agrees to keep a record of all complaints made known to them relating to product’s compliance with requirements of the relevant standard and to make these records available to CCI upon request. The client shall take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. All actions shall be documented.

Company Name will ensure that their products conform to the GLOBALG.A.P. Standard and use their certification only to indicate that their products are certified as being in conformance with this standard.

Company Name will ensure that no certificate or report is used in a misleading manner. In referring to its product certification in communication media such as documents, brochure or advertising, the client will comply with the requirements of CCI (more information upon request). If the client provides copies of the certification documents to others, the documents will be reproduced in their entirety or as specified by CCI.

Company Name agrees to not obligate itself to any contractor that subverts its right to choose a type of audit scheme, certifying body or auditors per normative certification requirements.

Where there is due notice of changes made in requirements for certification, Company Name shall make any necessary adjustments within CCI’s time requirements.

The client has the following additional requirements available as part of the certification process:

* Verify auditor competency,
* Verify audit against the audit plan,
* Verify audit process and content,
* Verify audit results.

**2. TERM OF CONTRACT**

Per the GLOBALG.A.P. General Regulations, Part 1, “The service contract between the CB and producer may be valid for up to 4 years, with subsequent renewal for periods of up to 4 years.” The term of this contract is in effect for 4 years. This period allows for certification body responsibilities to be fulfilled under scheme requirements. A pending action by the FDA, USDA, local, state or federal level regulatory agency may delay any action by the client to change audit schemes or certification bodies. This contract may be terminated by either party upon thirty (30) days’ notice in writing to the other party by either certified mail or personal delivery so long as there are no pending scheme requirements. The penalty for breaching this contract period of time incurs a penalty no less than the cost of the required scheme audit fee. Without this notification, contract conditions and fees will apply. CCI shall pursue legal and/or other options until the contract requirements are fulfilled.

“On termination of the Sub-License and Certification Agreement, Form# 014G, the right of the auditee / producer to use the GLOBALG.A.P. claim, including the trademark, GGN, or the QR code logo, terminates with immediate effect (refer to General Regulations, part 1).”

Upon proper termination of this contract, CCI shall immediately, within 30 days, deliver all work performed pursuant to this Contract to Company Name, including any work in progress providing Client account is satisfied to date and no monies are outstanding for any work previously performed by CCI.

**3. INDEPENDENT CONTRACTOR**

CCI shall perform its duties hereunder as an independent contractor and not as an employee of the client.

**4. COMPENSATION**

Company Name will pay for the services on an audit-by-audit basis. Each audit will have an individual cost estimate provided which will include the cost of the audit as well as an estimate of anticipated expenses. Acceptance of each estimate also indicates acceptance of contract terms set forth herein. Each individual cost estimate produced while under contract will become attached to and part of the contract. The client also accepts that there may be additional individual fees assessed by the scheme owner that will be payable in addition to those charged by CCI. Client accepts and acknowledges that all monies due under this Contract will be due and payable prior to release of Certificate.

CCI will not pay for any professional services in resolution of a complaint if acted upon by the client. CCI will pay for services dictated by the person handling the complaint.

**5. RENEWAL**

This contract is automatically renewed. CCI will provide written notice of the audit renewal date. No further auditing services will be provided by CCI after the expiration of this contract until a renewed contract is on file.

From time-to-time CCI will publish updated terms and conditions for the contract. If there are questions to these changes it is the responsibility of the Client to challenge in writing to CCI.

**6. SEVERABILITY**

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

**7. ASSIGNMENT AND OBSERVERS**

No part of this contract may be assigned or otherwise transferred without the written consent of both parties. All services, including certification, will be provided by CCI. The client does accept that CCI may assign an independently contracted auditor to perform the audit itself. CCI holds the right to send observers (i.e., scheme owner, accreditation body, additional auditors, etc.). The client will not be charged fees or travel expenses for observers. Translators or translation of materials may require additional charges.  These may or may not be listed in the estimate of fees and expenses.

**8. APPEALS, COMPLAINTS, AND DISPUTES**

Company Name has rights for appeals, complaints, and disputes. The client has an opportunity to formally present its case to CCI’s Advisory Board. CCI’s Appeals, Complaints and Disputes Policy, Form# 301 is available upon request and included in the Client Packet, Form #010G.

**9. CONFIDENTIALITY**

CCI agrees not to use or disclose any information it receives from the client that is confidential unless said information affects the validity of the audit applied for. Client accepts that all audit results can be made public and that violations may be reported per audit requirements. The client also accepts that all audits undertaken for a global standard will require submission of audit results to the appropriate scheme owner (i.e., GLOBALG.A.P. System Database).

**10. EFFECTIVENESS OF CONTRACT**

The contract is not in effect until executed by both parties.

**11. USE OF NAME AND MARKS**

The client must request, in writing, the use of CCI and the Certification Scheme’s logo and/or trademark.

“GLOBALG.A.P. is the owner of the “GLOBALG.A.P.” trademark, i.e. the word “GLOBALG.A.P.”, the GLOBALG.A.P. logo and its “G”-shape logo, collectively the “GLOBALG.A.P. Trademark”. The Certification Body is expected to verify the correct use of the GLOBALG.A.P. trademark and the QR code logo by the producers. Infringement of these rules could lead to sanctions.”

The client shall agree to 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 (see Client Packet provided). Please refer to the GLOBALG.A.P. General Regulations, Part 1 Annex 1.1

**12. INDEMNIFICATION**

Company Name agrees to indemnify, hold harmless and defend CCI, its officers, directors, employees, members, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including cost of defense, investigation and reasonable attorneys’ fees, of whatever nature and description, arising from or in connection with Company Name breach of this Contract or Company Name negligence or willful misconduct, or a third-party claim arising out of Company Name performance under this Contract.

CCI agrees to indemnify, hold harmless and defend Company Name, its officers, directors, employees, members, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys’ fees, of whatever nature and description, arising from or in connection with CCI’s breach of this Contract or CCI’s negligence or willful misconduct, or a third-party claim arising out of CCI’s performance under this Contract.

**13. GENERAL**

I have read, understand, and agree to the terms of this Contract and the Client Packet provided.

**\*\*\*Please see page 5 to agree to these terms and conditions and sign the estimate.**



**Estimated Fees & Expenses:**

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| |  |  | | --- | --- | | GLOBALG.A.P. Audit Fee  New Client Discount  GLOBALG.A.P. Registration Fee  GLOBALG.A.P. Product Handling Fee | $0.00  -10%  $0.00  $0.00 | | GLOBALG.A.P. Application Fee  GLOBALG.A.P. License Fee (per certificate)  CCI Administration Fee | $50.00  $37.50  $100.00 | | Auditor Travel Expenses | TBD | | **Total Estimated Fees & Expenses:** | **$0.00**  **(Please do not pay this amount, this is an estimated cost. An invoice will be sent to you with the correct amount to pay)** | |  |
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|  |  |
| |  |  |  | | --- | --- | --- | | Client Signature |  | CCI Signature | | Title |  | Date | | Date |  | |  |

**IMPORTANT!**  This estimated cost summarizes reimbursable costs associated with the visit of the CCI auditor in connection with the on-site assessment of your organization.  Your signature below indicates that this estimate corresponds to the expected time and effort expended by the CCI and the auditor in preparing for and carrying out the assessment and you agree to pay 2/3 of the estimate prior to the on-site assessment.  Once CCI receives all formal invoices from the auditor(s) you will be billed for the actual costs associated with the visit. The expenses detailed above are estimates only and subject to change. **(Please note that additional services may require additional invoicing to the organization.)** USD payment required.

**Expedited Scheduling Fee – For dates requested within 2 weeks, an expedited scheduling fee of $250 will apply.**

If client reschedules and/or cancels an assessment once it is finalized, a $150 administration fee will be charged as well as fees that lead to auditor’s travel expense changes.