

(between Certification Bodies and Contracting Party).

Definitions

Accreditation Body (AB) refers to an organization that accredits the Certification Body according to the ISO guide 65 (EN 45011) or ISO 17065 standard and that has signed the Memorandum of Understanding with FoodPLUS GmbH and signatory of the IAF (International Accreditation Forum) MLA (Multi Lateral Agreement) for product certification.

Approved Modified Checklist (AMC) (Annex 5.) refers to a standard with locally adapted G.A.P. requirements that are recognized by GLOBALG.A.P. as equivalent to GLOBALG.A.P. Control Points and Compliance Criteria (CPCC) and which use the GLOBALG.A.P. IFA General Regulations (GR) as certification rules.

Benchmarked Scheme refers to another G.A.P. scheme or standard, which has gained equivalent status after the successful completion of the GLOBALG.A.P. benchmarking process.

GLOBALG.A.P. or GLOBALG.A.P./FoodPLUS GmbH refers to the owner and administrator of the GLOBALG.A.P. System, the FoodPLUS GmbH.

GLOBALG.A.P. North America Inc. and GLOBALG.A.P. NA refers to the wholly owned subsidiary of FoodPLUS GmbH, which acts as licensee for FoodPLUS GmbH within North America.

GLOBALG.A.P. Number (GGN) The GLOBALG.A.P. Number (GGN) is a 13-digit numerical number, not including the GLOBALG.A.P. Trademark and is unique to each and every producer and any other legal entity in the GLOBALG.A.P System (GLOBALG.A.P. Database) assigned by the CB.

GLOBALG.A.P. Trademark GLOBALG.A.P./FoodPLUS GmbH is the owner of the names, logos and trademarks “EUREPGAP” and “GLOBALG.A.P.” (collectively the “GLOBALG.A.P. Trademark”).

Farm Assurer refers to an entity holding a contractual relationship with GLOBALG.A.P. or its licensed subsidiaries to register Contracting Parties, collect fees from Contracting Parties, and who may provide additional services to Contracting Parties including, but not limited to training, educational support and second party assessments.

Contracting Party (CP) refers to those producers, producer groups, producer organizations, sales organizations, and/or operators of quality assurance systems who take title to the agricultural product and engage in registration and/or certification activities with GLOBALG.A.P. licensed entities who are either Certification Bodies or Farm Assurers.

Certification Body (CB) refers to an entity holding a contractual relationship with GLOBALG.A.P. NA to engage in a contractual relationship with Contracting Parties to perform GLOBALG.A.P. audits on their production operations. In the absence of a Farm Assurer, the CB by default takes on the Farm Assurer role.

Interested Market Participant (IMP) refers to those producers who are affiliated with CPs, but have no direct contractual agreement with respect to registration and/or certification activities with a GLOBALG.A.P. licensed Certification Body or Farm Assurer.

Integrated Farm Assurance (IFA) refers to the full GLOBALG.A.P. certification standard and all its system rules as scope of the Licensed Services.

Integrity Program The GLOBALG.A.P. Integrity Program is a quality management system designed to ensure a consistent delivery and execution of the standard worldwide as well as a feedback mechanism to continuously improve all aspects of the system. Please refer to the GLOBALG.A.P. General Regulations Part III.

Integrity Assessments Surveillance visits and assessments conducted or commissioned by GLOBALG.A.P. NA or FoodPLUS within the framework of the Integrity Program.

Integrity Surveillance Committee refers to a committee established by GLOBALG.A.P, which decides on the sanctions as outlined in the GLOBALG.A.P. General Regulations, following a case-by-case approach.

The GLOBALG.A.P. Library of Agreements consists of License and Certification Agreements (between GLOBALG.A.P. NA and Certification Body) as well as of Sublicense and Certification Agreements (between Certification Body and Contracting Party) and License Agreements for Farm Assurers (between GLOBALG.A.P. NA and the Farm Assurers) and Registration Agreements (between Farm Assurers and Contracting Party).

The GLOBALG.A.P. Database refers to the electronic database containing both producer and product information. The physical database is maintained by GLOBALG.A.P. Information contained in the database is uploaded by Farm Assurers or by Certification Bodies.

Licensed Services refers to registration, third party assessments and certification activities provided by Certification Body as scope of activities.

Primary Farm Assurance (PFA) refers to the GLOBALG.A.P. Bridge Program: “on the way towards GLOBALG.A.P.” including its system rules as scope of the Licensed Services.

The Territory means The United States of America and Canada.

THEREFORE IT IS AGREED:

1. **SUBJECT OF THIS AGREEMENT**

This Agreement establishes the rights and obligations of Certification Body (“CB”) as an independent organization for inspection, certification as well as license activities within the framework of the GLOBALG.A.P. System, and of Interested Market Participant within the GLOBALG.A.P. System, to be referred to as Contracting Party (“CP”).

2. **GRANT OF SUBLICENSE**

- 2.1 GLOBALG.A.P. NA has granted a non-exclusive, non-transferable sublicense to CB to use the GLOBALG.A.P. Trademark (Annex 1.) within the Territory; to enter into Sublicense and Certification Agreements with CPs; register CPs; enter producer and product information provided by CPs and their Interested Market Participants into the GLOBALG.A.P. Database; and to conduct third party assessments and certifications to CPs (the “Licensed Services”).

- 2.2 CB hereby grants a non-exclusive, non-transferable sublicense to CP for the use of the GLOBALG.A.P. Trademark provided CP has been successfully certified. The sublicense granted to the CPs entitles the CPs to distribute and market their products under the GLOBALG.A.P. Trademark only to the extent that these products have been registered with CB and are produced in a production site registered with CB in full compliance with the compulsory conditions of the relevant sections of the GLOBALG.A.P. General Regulations latest version by the CPs (or another Interested Market Participant that has been registered with CB via the CPs) according to the approval conditions of the relevant sections of the General Regulations and GLOBALG.A.P. Control Points and Compliance Criteria, as well as National Interpretation Guidelines (Annex 4.) and AMC's where they apply.
- 2.3 CP is not entitled to grant sublicenses to the GLOBALG.A.P. Trademark.
- 2.4 The sublicense is only valid to the extent that all fees and duties to CB and to GLOBALG.A.P. NA are settled.
3. **GLOBALG.A.P. SYSTEM**
- 3.1 GLOBALG.A.P. NA shall be responsible for the further development of the GLOBALG.A.P. System. CB shall make available to CP any changes, made by GLOBALG.A.P. NA in the GLOBALG.A.P. General Regulations, Control Points and Compliance Criteria, National Interpretation Guidelines and other relevant GLOBALG.A.P. documents as published on the GLOBALG.A.P. website (<http://www.GLOBALG.A.P.org>).
- 3.2 CP shall comply with all provisions of the GLOBALG.A.P. System in their most recent version and with this Agreement.
4. **GLOBALG.A.P. TRADEMARK**
- 4.1 The GLOBALG.A.P. Trademark shall never appear on the product, consumer packing of the product nor at the point of sale where in direct connection to single products.
- 4.2 CP shall only use the GLOBALG.A.P. Trademark in connection with products certified under the GLOBALG.A.P. System. In case of a producer group CP shall ensure that all producers of his producer group act according to the rules mentioned in this Agreement.
- 4.3 CP shall use the GLOBALG.A.P. Trademark in the manner provided by GLOBALG.A.P. NA and shall not alter, modify, or distort the mark in any way.
- 4.4 CP shall indicate when using the GLOBALG.A.P. Trademark that it is a GLOBALG.A.P. registered trademark.
- 4.5 CP shall only be entitled to use the GLOBALG.A.P. Trademark in business-to-business communication, and for traceability/ segregation/identification purposes only on site at the production and handling location.
- 4.6 CP shall neither use the GLOBALG.A.P. Trademark as part of its company name nor in any other way identify GLOBALG.A.P. as part of its business.
- 4.7 CP shall not use the GLOBALG.A.P. Trademark in any manner that could be construed as distasteful, offensive, or controversial.
- 4.8 CP shall not use the GLOBALG.A.P. Trademark in any manner that discredits

GLOBALG.A.P. NA or tarnishes its reputation or goodwill; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between GLOBALG.A.P. NA and CB.

- 4.9 CP shall make clear to third parties and consumers by the use of appropriate labeling that GLOBALG.A.P. is not the producer of the goods at issue. CP shall indemnify GLOBALG.A.P. NA and CB against possible product liability claims arising out of the use of the GLOBALG.A.P. Trademark.
- 4.10 The CP shall follow the rules and obligations of the GLOBALG.A.P. General Regulations concerning the use of the GLOBALG.A.P. Trademark.
- 4.11 CP agrees that the nature and quality of the Licensed Services shall not go against the framework of the GLOBALG.A.P. System, and all uses of the GLOBALG.A.P. Trademark in all advertising, promotional and other forms shall be under the control of GLOBALG.A.P. NA. CP agrees to cooperate with GLOBALG.A.P. NA in facilitating GLOBALG.A.P. NA's control of such use of the Trademark.
- 4.12 Any further variations of usage is to be agreed upon by CP and CB. Amendments must be in writing and require the written approval of GLOBALG.A.P. to be valid.
- 4.13 GLOBALG.A.P. reserves the right to enforce all provisions set forth in clause 4 of this Agreement directly.
- 4.14 CP shall only use AMC's trademark according to AMC owner's rules and specifications.
- 4.15 CP is not entitled to use the GLOBALG.A.P. Trademark under PFA registrations and assessments.

5. **OWNERSHIP OF GLOBALG.A.P. TRADEMARK**

- 5.1 The GLOBALG.A.P. Trademark is the sole property of FoodPLUS GmbH, non-exclusively licensed to GLOBALG.A.P. NA and CB. During the term of this Agreement or thereafter, CP shall not attack the title of GLOBALG.A.P. NA, CB and FoodPLUS GmbH to the mark, or aid others in questioning or disrupting the validity of the marks or this Agreement; and that all use of the mark by CP inures to the benefit of GLOBALG.A.P. NA, CB and FoodPLUS GmbH.
- 5.2 CP shall provide documents and information reasonably necessary with respect to activities required to maintain the rights of GLOBALG.A.P. NA, CB and FoodPLUS GmbH in the GLOBALG.A.P. Trademark, and to confirm GLOBALG.A.P. NA and CB's license and FoodPLUS GmbH's ownership of those rights. CP shall cooperate with such parties in obtaining and maintaining applications and registrations as may be required, for example by providing use information.

6. **GLOBALG.A.P. NUMBER (GGN)**

- 6.1 The GLOBALG.A.P. Number (GGN) may appear on the product, consumer packing of the product, at the point of sale in direct connection to single products.
- 6.2 Only those products originating from certified and/or in the process of being certified production (certified farms, certified production units, certified part of the production) may be labeled with the GLOBALG.A.P. Number (GGN).

7. CERTIFICATIONS AND CERTIFICATION INTEGRITY PROGRAM

- 7.1 Before, during and after the Integrity Assessment CP shall grant CB and/or GLOBALG.A.P. NA free access to its production sites, company offices, and employees and to all GLOBALG.A.P. related books and records, which are necessary to show the compliance with or application of the GLOBALG.A.P. System. CP shall also provide the CB or GLOBALG.A.P. NA with all GLOBALG.A.P.-related information and shall cooperate with GLOBALG.A.P. NA and FoodPLUS during Integrity Program activities.
- 7.2 If subcontractors are involved in the production CB and/or GLOBALG.A.P. NA is entitled to perform a full physical inspection of the subcontractor for those activities related to GLOBALG.A.P. System. CP shall ensure that free access as stated in 7.1 is provided by the subcontractor on request.
- 7.3 If CB acting on behalf of GLOBALG.A.P. NA reveals non-conformities CP shall bear the costs, which are due to follow-up inspections.
- 7.4 To verify the continuous compliance with GLOBALG.A.P. System, CB is entitled to perform unannounced physical inspections and inspections on random basis according to the General Regulations latest version. CP shall grant access in these cases as described in 7.1 and 7.2.
- 7.5 In addition to 7.4 GLOBALG.A.P. NA is entitled to directly instruct CB to inspect CP.
- 7.6 CB shall be responsible for establishing the fee structure for certification and inspection activities. The fee structure shall be communicated to CP as part of this Agreement. At a minimum, the fee structure will include the GLOBALG.A.P. certification fees as set forth in the GLOBALG.A.P. published fee table in its latest version as approved by the GLOBALG.A.P. Board (Annex 6.).
- 7.7 CP shall ensure that CB, whether acting on behalf of CP or GLOBALG.A.P. NA, shall provide GLOBALG.A.P. NA on request with information according to GLOBALG.A.P. General Regulations latest version.
- 7.8 The results of the Integrity assessment will be available for CB's, CB's Accreditation Body – and where applicable – to the Benchmarked Scheme owner.
- 7.9 CB shall actively cooperate with GLOBALG.A.P. NA and with FoodPLUS during management of complaints related to the CP or to the CB.

8. REGISTRATION

- 8.1 CP shall provide CB with registration information in compliance with the GLOBALG.A.P. General Regulations latest version of CP itself and of each Interested Market Participant.
- 8.2 CB shall provide CP with an individual and permanent GLOBALG.A.P. Number (GGN) according to GLOBALG.A.P. General Regulations latest version. Any other Interested Market Participant, who has notified its products with CP to CB, shall obtain such GLOBALG.A.P. Number (GGN). CP shall inform CB about any existing or expired GLOBALG.A.P. Numbers (GGN) and any previous GLOBALG.A.P. inspection or certification activities in his organization including results.
- 8.3 CP shall ensure that CB transfers data to the GLOBALG.A.P. Database according to the GLOBALG.A.P. General Regulations latest version. According to the data protection rules

CP shall be responsible to select the level of data privacy restrictions in the GLOBALG.A.P. Database. CP shall authorize access for GLOBALG.A.P. NA. Trading partners and / or other registered GLOBALG.A.P. Database users on CP individual level. CP may instruct CB or any other third party, that is a licensed and registered GLOBALG.A.P. Database user with a „trustee role“ to authorize this access accordingly.

- 8.4 GLOBALG.A.P. is entitled to, irrespective of 8.3, to make available to the public CP's Registration Number(s) and/or GLOBALG.A.P. client number (where available), CP's GLOBALG.A.P. registered products and associated certification status, validity of the certificate including country of production and destination, responsible CB(s) and, where required, additional information according to GLOBALG.A.P. General Regulations in its latest version. CPs certified under Livestock and Aquaculture sub-scopes shall allow to publish the CP's organizational name and address.
- 8.5 Unless CP indicates to the contrary during the registration or re-registration process with the CB, GLOBALG.A.P. NA is entitled to make available to GLOBALG.A.P. members and to registered GLOBALG.A.P. Database users in addition to 8.4 CP's the organization name and address according to GLOBALG.A.P. General Regulations in its latest version.
- 8.6 GLOBALG.A.P. is entitled to, irrespective of 8.3, communicate to all GLOBALG.A.P. members the instances where CP's certificate has been suspended, cancelled or under investigation due to food safety crisis. This information includes CP's registration number(s) and/or GLOBALG.A.P. Number (GGN), CP's GLOBALG.A.P. registered products and CP's organisation and trade name(s).

9. CHANGES IN UNDERTAKING

CP shall immediately inform CB about all changes in its undertaking which might have an effect on this Agreement, including but not limited to changes in the production area, location or in the scope of registered crops/products/ animals, the existence, grant or expiry of Registration Numbers from other Certification Bodies in the framework of the GLOBALG.A.P. System; legal successions, acquisition or disposal of related corporate entities as well as changes of personnel or the department, which is responsible for the GLOBALG.A.P. System.

10. SANCTIONS

In the event of the CP's willful or negligent infringement of the obligations under the GLOBALG.A.P. System, in particular obligations that CP has contractually undertaken, GLOBALG.A.P. NA is entitled to enforce the measures described in the List of Sanctions within the General Regulations in its latest version.

11. LIABILITY

- 11.1 CP shall be liable to CB and GLOBALG.A.P. NA for all direct or indirect damage to CB or GLOBALG.A.P. NA that it causes willfully or as a result of infringing legal obligation and/or the contractual provisions of this Agreement.
- 11.2 CP shall indemnify CB and GLOBALG.A.P. NA against damages claimed by third parties as set forth in section 11.1 above.
- 11.3 CB shall not be liable for any infringement of third party rights in connection with the use of the GLOBALG.A.P. Trademark except where CP can prove that such infringement was caused by a willful or grossly negligent act or omission by CB.

- 11.4 CP shall inform GLOBALG.A.P. and CB of any injunction relief or claim for damages of third parties because of the utilization of the GLOBALG.A.P. Trademark.
- 11.5 CB shall be liable to CP for any direct or indirect damage to its CPs that is caused due to the willful misconduct or negligent actions of CB, or as a result of a breach of its legal obligations and/or the contractual provisions of this Agreement.

12. TERM AND TERMINATION

- 12.1 This Agreement between the CP and the CB provides for a minimum term of one (1) year up to a maximum term of four (4) years. Renewal periods for terms of one year up to four (4) years are possible.
- 12.2 This Agreement is for a period of (1, 2, 3 or 4) year(s) from the date of the signature of this Agreement unless terminated earlier in accordance with clause 12.3 or 12.5 below. This Agreement will automatically be extended for one year if either Party does not terminate this Agreement by giving the other three months' written notice prior to the end of this Agreement. Either Party must notify termination of this Agreement in writing.
- 12.3 The right to terminate this Agreement in exceptional circumstances and for material reasons remains unaffected.

Exceptional circumstances to terminate this Agreement include, but are not limited to instances where:

- (a) One of the parties breaches a provision under this Agreement, and after having received written notice of the breach, fails to cure the breach within thirty (30) days thereafter, (Section 14 remains unaffected); or
- (b) CB is no longer bound by contractual obligations within the GLOBALG.A.P. System, or where the owner of the AMC terminates its contract and/or withdraw its approval with CB.

Material reasons to terminate this Agreement include, but are not limited to instances where:

- (c) Willful 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.
- (d) In the case of CP a material reason includes, in particular, that CP has been found by a court of competent jurisdiction to have negligently violated national or international food law or any other law relevant for the implementation of this Agreement or infringed or diluted the GLOBALG.A.P. Trademark and CP, after having received written notice of violation or infringement or dilution, fails to cause the CP to cure the violation or infringement or dilution within thirty (30) days thereafter. This includes where a CP has infringed Livestock or Plant Breeders' Property Rights.
- (e) Not obeying CB operational requirements and deadlines, CB does not deliver its service and/or does not follow its obligations as defined by the GLOBALG.A.P. General Regulations latest version, such as delaying the issuance of the certificate.
- (f) Material reasons for either Party to terminate this Agreement include, in particular where either Party institutes voluntary bankruptcy proceedings, makes a general assignment for the benefit of its creditors, files for dissolution or liquidation, involuntary bankruptcy or

insolvency proceedings are brought against either Party which are not dismissed within thirty (30) days, or a receiver is appointed for the assets of the Party.

(g) When the owner of the AMC terminates its contract and/or withdraws its approval with its CB.

12.4 On termination of this Agreement the right of CP to use the GLOBALG.A.P. Trademark terminates with immediate effect.

12.5 This Agreement ends automatically without prior notice if:

- the GLOBALG.A.P. Trademark is cancelled and/or
- with termination of the License and Certification Agreement between CB and GLOBALG.A.P. NA.

12.6 In the event of clause 12.5 second insert, CB shall provide CP with all information and undertake all action necessary to facilitate the transfer of the Sublicense and Certification Agreement with CP to a new CB.

12.7 In the event CB receives Red Card sanction (suspension) issued by GLOBALG.A.P. NA according to GLOBALG.A.P. General Regulations latest version, the CP is entitled to require the CB to annul the Sublicense and Certification Agreement.

12.8 In the event of clause 12.5 second insert, CP may transfer its certificate to a new CB, the Sublicense and Certification Agreement is binding with the new CB only once the old CB or GLOBALG.A.P. NA has released the producer's GGN in the GLOBALG.A.P. Database.

13. PARTS AND ALTERATIONS / AMENDMENTS OF THIS AGREEMENT

13.1 The GLOBALG.A.P. General Regulations, Control Points and Compliance Criteria, each in its most recent version available at <http://www.globalgap.org>, National Interpretation Guidelines, as they enter into force from time to time and other relevant GLOBALG.A.P. documents form an integral part of this Agreement. Alterations or amendments of these documents, are part of this Agreement provided CP does not object to a specific alteration or amendment within two weeks after the alteration or amendment has been made public on <http://www.globalgap.org> or in any other appropriate manner. In the event of an objection both parties are entitled to terminate this Agreement within two weeks after receipt of the objection by CP.

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

14. GOVERNING LAW AND JURISDICTION

This Agreement is subject to laws of the State of Maryland and the United States of America, except that the federal laws of the United States of America apply to questions regarding the validity, infringement or enforceability of United States patent, copyright and trademark rights relating in any way to this License. This Agreement is not governed by the Uniform Computer Information Transactions Act. The parties submit to the jurisdiction of the courts located in the State of Maryland with respect to any actions brought to enforce rights and obligations of the Parties hereunder.

15. CONFIDENTIALITY

- 15.1 CB shall make appropriate arrangements to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on behalf of CB.
- 15.2 CB shall inform all involved parties including CP and/or Interested Market Participants, 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 GLOBALG.A.P. NA are to be considered confidential.
- 15.3 CB shall not disclose Information about a particular CP or individual to a third party without written consent of CP concerned, unless required in this Agreement.
- 15.4 Where confidential information is made available to other bodies (e.g. Accreditation Bodies, Benchmarked Scheme Owners) CB shall inform CP and GLOBALG.A.P. NA accordingly.

16. ANCILLARY CONDITIONS

- 16.1 This Agreement and all applicable documents mentioned in it set out the entire Agreement and understanding between the Parties relating to the subjects addressed herein and supersedes all other oral or written Agreements, previously made between the parties. Amendments to this Agreement are to be made in writing signed by a duly authorized officer of CB. The requirement that amendments may only be made by written agreement may be dispensed with only by written agreement.
- 16.2 If any of the provisions of this Agreement are unenforceable or invalid for any reason whatever, such unenforceability or invalidity does not affect this Agreement as a whole. In such event, the Agreement is to be interpreted as to achieve the intended purpose of the unenforceable provision. The same applies if, during the course of the execution of this Agreement, an omission requiring rectification arises.

Place.....

Date.....

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(Signature Contracting Party)

Company Stamp

Place Long Hanborough, UK

Date.....28th Sept 2011

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(Signature Certification Body)

Company Stamp

Annexes:

1. GLOBALG.A.P. Name and Trademark: Sample
2. Applicable GLOBALG.A.P. General Regulations for the registered and/or certified scope. For the most recent version please refer to GLOBALG.A.P. NA's website.
3. Applicable GLOBALG.A.P. Control Points and Compliance Criteria for the registered and/or certified scope . For the most recent version please refer to GLOBALG.A.P. NA's website.
4. National Interpretation Guidelines for the Territory. For the most recent version please refer to GLOBALG.A.P. NA's website.
5. AMC where applicable for the scope of the certification. For the most recent version please refer to GLOBALG.A.P. NA's website.
6. General GLOBALG.A.P. NA Fee Table in its most recent version. For the most recent version please refer to GLOBALG.A.P. NA's website.