

SUBLICENSE AND CERTIFICATION AGREEMENT

This Sublicense and Certification Agreement (“the **Agreement**”) for the participation within the framework of the GLOBALG.A.P. System of Good Agricultural Practice

is between

(Company legal name and type, e.g. Inc., LLC, etc.; include D/B/A name if applicable.)

“Certification Body (CB)” / “Verification Body (VB)”

represented by

Name (Use block capitals)

Title

and

(Company legal name and type, e.g. Inc., LLC, etc.; include D/B/A name if applicable.)

(Company legal physical address.)

“Contracting Party (CP)”

represented by

Name (Use block capitals)

Title

together - “the **Parties**” -

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Whereas

Worldwide retailers, food service, food manufacturers, agricultural producers, and other interested parties, have developed a comprehensive system of good agricultural practices (G.A.P.) designed to secure improved consumer and environmental protection, sustainable production, as well as social and animal welfare. The System is based on General Regulations or General Rules, Control Points and Compliance Criteria, Checklists and where applicable, approved National Interpretation Guidelines, Guidelines, supporting documents and Approved Modified Checklist (AMC) standard documents. The System furthermore contains a Library of Agreements between legal entities such as producers / producer groups / members of producer groups, sales organizations, packers, resellers, traders, manufacturers, operators of quality assurance systems, Farm Assurers, Certification Bodies (CB), Verification Bodies (VB), Market Participants, FoodPLUS GmbH and GLOBALG.A.P. NA.

Definitions

AB	means accreditation body and refers to an organization that accredits the Certification Body according to ISO/IEC 17065 Standard and that has signed the Memorandum of Understanding with GLOBALG.A.P./FoodPLUS GmbH.
Aliasing	means replacing the Data Subject's name and other identifying features with another identifier in order to make it impossible or extremely difficult to identify the Data Subject.
AMC	means approved modified checklist and 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. General Regulations (GR) as certification rules.
CB	means certification body and refers to an entity that has signed the License and Certification Agreement with GLOBALG.A.P. NA to engage in a contractual relationship with Contracting Parties (CPs) to perform inspection/audits on their operations.
CFM	refers to the GLOBALG.A.P. Compound Feed Manufacturing Standard. The CFM Standard covers the commercial manufacturing of compound feed for the feeding of livestock and aquaculture species.
Chain of Custody	refers to the GLOBALG.A.P. Chain of Custody Standard. The Chain of Custody Standard covers the whole supply chain from the producer to the retailer and is to ensure segregation of the GLOBALG.A.P. certified and non-certified products and traceability within the supply chain.
CoC number	means the Chain of Custody Number (CoC Number). It is the combination of the "CoC" prefix plus a 13-digit numerical number, not including the GLOBALG.A.P. trademark, and is unique to each and every Chain of Custody company. For this number GLOBALG.A.P. uses existing Global Location Numbers (GLN) issued and to be purchased from the local GS1 organization (www.gs1.org) or alternatively – in its absence – GLOBALG.A.P. assigns its own interim GLN.

CP	means Contracting Party and refers to those producers, producer groups, producer organizations, sales organizations, packers, resellers, traders, and manufacturers that produce or commercialize agricultural products and undergo verification/inspection/audit and/or certification/approval activities with GLOBALG.A.P. licensed entities who are either Certification Bodies or Verification Bodies.
Data Collecting	means the acquisition of data on the Data Subject.
Data Processing	means the recording, alteration, transfer, blocking and erasure of personal data in accordance with section 3. paragraph 4. of the German Federal Data Protection Act (<u>BDSG</u>).
Data Protection Regulations	means the German Federal Data Protection Act (BDSG) and any and all subordinate legislation made thereunder and any and all primary and secondary legislation for the time being re-enacting, consolidating or modifying the same.
Data Subject	means the individual which the Personal Data identifies.
Data Use	means any utilization of personal data other than processing.
Database	means the GLOBALG.A.P. Database and 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 Certification Bodies or by Verification Bodies. For bookmarking in the database, it is uploaded by retailers, suppliers or by supply chain participants. For farming documentation entered in the database, it is uploaded by CP or by authorized representatives of CP.
Farm Assurer	refers to an entity holding a contractual relationship with GLOBALG.A.P. NA to provide additional services to CPs including, but not limited to consulting, training, educational support and second party verification.
GGN	means the GLOBALG.A.P. Number (GGN). It is the combination of the “GGN” prefix plus 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. For this number GLOBALG.A.P. uses existing Global Location Numbers (GLN) issued and to be purchased from the local GS1 organization (www.gs1.org) or alternatively – in its absence – GLOBALG.A.P. assigns its own interim GLN.
GLOBALG.A.P. Claim	means when the CP claims and/or markets that a process, service or a product complies with a standard/module/program of the GLOBALG.A.P. System. This includes on-product labeling with the QR Code Logo, the GGN, CoC Number or with the LGN.
GLOBALG.A.P. Library of Agreements	consists of License and Certification Agreements (between GLOBALG.A.P. NA and Certification Body/Verification Body), as well as of Sublicense and Certification Agreements (between Certification Body and Contracting Party), License Agreements for Farm Assurers (between

GLOBALG.A.P. NA and the Farm Assurers).

GLOBALG.A.P. or GLOBALG.A.P./FoodPLUS GmbH	refers to the owner and administrator of the GLOBALG.A.P. System, FoodPLUS GmbH.
GLOBALG.A.P. North America Inc. or 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. Risk Assessment on Social Practices (GRASP)	refers to the voluntary GLOBALG.A.P. social Add-On module including its system rules as a scope of the Licensed Services.
GLOBALG.A.P. System	comprises several GLOBALG.A.P. and localg.a.p. Standards or Add-On modules and system rules. Each one is governed by General Regulations or General Rules, Control Points and Compliance Criteria, Checklists and where applicable Approved National Interpretation Guidelines, Guidelines and supporting documents, which are available on the GLOBALG.A.P. website. If applicable it comprises also AMC standard documents.
HPSS	refers to the Harmonized Produce Safety Standard.
Integrated Farm Assurance (IFA)	refers to the modular GLOBALG.A.P. on-farm certification Standard and all its system rules as a scope of the Licensed Services.
Integrity Assessment	refers to surveillance visits and assessments conducted or commissioned by GLOBALG.A.P. NA or by FoodPLUS GmbH within the framework of the Integrity Program.
Integrity Program	means the GLOBALG.A.P. Integrity Program and is a quality management system designed to ensure the consistent delivery and execution of the standard worldwide, as well as a feedback mechanism to continuously improve all aspects of the System. Further information is contained in the relevant GLOBALG.A.P. General Regulations or General Rules of the Licensed Services.
Integrity Surveillance Committee (ISC)	refers to a committee established by GLOBALG.A.P, which advises the GLOBALG.A.P. Secretariat and GLOBALG.A.P. NA and recommends on the sanctions as outlined in the GLOBALG.A.P. General Regulations or General Rules of the Licensed Services, following a case-by-case approach.
LGN	means the localg.a.p. Number (LGN). It is the combination of the “LGN” prefix plus a 13-digit numerical number, not including the GLOBALG.A.P. or localg.a.p. trademark, and is unique to each and every producer and any other legal entity in the GLOBALG.A.P. System. For this number GLOBALG.A.P. uses existing Global Location Numbers (GLN) issued and to be purchased from the local GS1 organization (www.gs1.org) or alternatively – in its absence – GLOBALG.A.P. assigns its own interim GLN.

Licensed Services	refers to registration, third party inspection/audit and certification or second party verification and approval provided by CB/VB as scope of activities.
localg.a.p.	refers to a program where a producer can comply with a standard that is a sub-set of the GLOBALG.A.P Integrated Farm Assurance Standard.
Market Participant	refers to companies or individuals who trade in the product from certified processes.
Personal Data	means any information concerning the personal or material circumstances of an identified or identifiable natural person.
PGM	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. NA licensed CB/VB.
PPM	refers to the GLOBALG.A.P. Plant Propagation Material Standard. The PPM Standard covers the production of propagation material for the Integrated Farm Assurance Crop Scope
PSS	means Produce Safety Standard and is a subset of Integrated Farm Assurance Standard.
QR Code Logo	means the GLOBALG.A.P. QR (Quick Response) Code Logo and refers to the GLOBALG.A.P. design QR Code Logos. Unless otherwise provided for in this Agreement, the rules laid down in the relevant Annexes are applicable.
Territory	is the United States of America (USA) and Canada. CB/VB willing to provide GLOBALG.A.P. Licensed Services in the rest of the world, shall enter into a contractual agreement with GLOBALG.A.P./FoodPLUS GmbH.
Trademark	refers to the names, logos, QR Code Logos and trademarks "EUREPG.A.P.", "GLOBALG.A.P.", "localg.a.p.", "GLOBALG.A.P. Add-On" as owned by GLOBALG.A.P./FoodPLUS GmbH
VB	means verification body and refers to a localg.a.p. or Add-On inspection and/or verification body. The Certification Body or a Farm Assurer may act as a VB for certain localg.a.p. or Add-On programs.

NOW THEREFORE IT IS AGREED:**1. SUBJECT OF THIS AGREEMENT**

This Agreement establishes the rights and obligations of Certification Body (“CB”)/Verification Body (“VB”) as an independent organization for verification, inspection, audit, certification and/or approval of Contracting Party (“CP”) for the Licensed Services (see clause 18.) within the framework of the GLOBALG.A.P. System.

2. GRANT OF SUBLICENSE

- 2.1 GLOBALG.A.P. NA has granted a non-exclusive, non-transferable license to CB/VB to use the Trademark and, if applicable, the QR Code Logo, within the Territory; to enter into Sublicense and Certification Agreements with CPs; register CPs; enter producer and product information provided by CPs and their PGMs into the Database; and to conduct registration, third party inspection/audit and certification or second party verification and approval to CPs.
- 2.2 CB/VB hereby grants a non-exclusive, non-transferable sublicense to CP for the use of the Trademark and, if applicable, the QR Code Logo, provided CP has been successfully certified/approved and is in compliance with the relevant requirements of the GLOBALG.A.P. System. The sublicense granted to the CPs entitles the CPs to distribute and market their products under the Trademark and, if applicable, under the QR Code Logo only to the extent these products have been registered with CB/VB and are produced, handled or traded in a production site or location registered with CB/VB in full compliance with the compulsory conditions of the relevant General Regulations or Rules (i.e. all Annexes to this Agreement) by the CPs (or another Producer Group Member that has been registered with CB/VB via the CPs) according to the approval conditions of the relevant GLOBALG.A.P. System rules (all Annexes to this Agreement), as well as National Interpretation Guidelines and AMC’s (Annex 4) where they apply.
- 2.3 The CPs are not entitled to grant sublicenses of the Trademark, nor of the QR Code Logo.
- 2.4 The sublicense is only valid to the extent that all fees and duties to CB/VB and to GLOBALG.A.P. have been settled in full.

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/VB shall make available to CP any changes without undue delay, made by GLOBALG.A.P. in the GLOBALG.A.P System documents as published on the GLOBALG.A.P. website (<http://www.globalgap.org>) or by the AMC owner.
- 3.2 CP shall comply with all provisions and requirements of the GLOBALG.A.P. System within the scope of the Licensed Services in their most recent version and with this Agreement.
- 3.3 Where applicable for AMC’s and private standards other than GLOBALG.A.P. Standards, CP shall in addition to this Agreement adhere to the rules laid down under those standards, which may differ from the GLOBALG.A.P. System.

4. TRADEMARK AND QR CODE LOGO

- 4.1 CP shall follow the relevant GLOBALG.A.P. System rules and obligations concerning the use of the Trademark, GGN, LGN, CoC Number and the QR Code Logo within the scope of the Licensed Services.
- 4.2 The GLOBALG.A.P. Trademark shall never appear on the product, consumer packing of the product nor at the point of sale where it is in direct connection to individual products.
- (a) The GLOBALG.A.P. trademark may be used on Compound Feed Manufacturing (CFM) certified feed, on GLOBALG.A.P. certified Plant Propagation Material, and on IFA certified aquaculture inputs (e.g.: ova, seedlings, etc.) that are used as inputs for the production of the final products (as listed in the GLOBALG.A.P. product list), are not intended to be sold to final consumers, and will not appear at the point of sale to final consumers.
- 4.3 The QR Code Logo 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.
- 4.4 CP shall only use the Trademark and the QR Code Logo in connection with products/processes/services complying with the requirements of the GLOBALG.A.P. System within the scope of the Licensed Services as indicated under clause 18.
- 4.5 In case of a producer group, CP shall ensure that all PGMs act according to the rules mentioned in this Agreement. This also applies to the Trademark, GGN, LGN, CoC Number and to the QR Code Logo.
- 4.6 CP shall only use the Trademark and, if applicable, the QR Code Logo in the manner provided by GLOBALG.A.P. NA and the CB/VB shall not alter, modify, or distort those in any way.
- 4.7 CP shall indicate when using the Trademark and the QR Code Logo that it is a registered trademark.
- 4.8 CP is entitled to use the GLOBALG.A.P. or localg.a.p. name or Trademark for traceability/segregation/identification purposes only on site at the production and handling location.
- 4.9 CPs are entitled to use the GLOBALG.A.P. or the localg.a.p. name and Trademark and the QR Code Logo in business-to-business communication as the GLOBALG.A.P. Claim only according to the GLOBALG.A.P. System rules of the applicable scope of the Licensed Services as indicated under clause 18.
- 4.10 CP shall neither use the Trademark, GGN, LGN, CoC Number nor the QR Code Logo as part of CP's company name nor in any other way to identify GLOBALG.A.P. as part of CP's business.
- 4.11 CP shall not use the Trademark, GGN, LGN, CoC Number and the QR Code Logo in any manner that could be construed as distasteful, offensive, or controversial.
- 4.12 CP shall not use the Trademark, GGN, LGN, CoC Number and the QR Code Logo in any manner that discredits or tarnishes the reputation or goodwill of GLOBALG.A.P. NA and/or FoodPLUS GmbH; 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/VB and/or between GLOBALG.A.P. NA and CP.

- 4.13 CP shall make clear to third parties and consumers that GLOBALG.A.P. is not the producer of the goods/products. CP shall indemnify GLOBALG.A.P. NA and CB/VB against possible product liability claims arising out of the use of the Trademark, GGN, LGN, CoC Number or the QR Code Logo.
- 4.14 CP agrees that the nature and quality of the Licensed Services shall not be contrary to the framework of the GLOBALG.A.P. System, and all uses of the Trademark, GGN, LGN, CoC Number and the QR Code Logo 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, GGN, LGN, CoC Number and the QR Code Logo.
- 4.15 In the case of AMC's and private scheme trademarks, CP shall only use them according to the owner's rules and specifications.
- 4.16 CP shall advertise and promote the Licensed Services in accordance with all applicable national, state, provincial, local, or other laws and regulations. GLOBALG.A.P. NA's approval of any sample advertising or promotional materials is not to be construed to mean that GLOBALG.A.P. NA has determined that the advertising or promotion conforms to the laws or regulations of any jurisdiction.
- 4.17 Any further variation of usage is to be agreed upon by CP and CB/VB. Amendments must be in writing and require the prior written approval of GLOBALG.A.P. NA to be valid.
- 4.18 Where CP does not yet or no longer complies with the requirements of the Licensed Services (as indicated under clause 18.), the GLOBALG.A.P. Trademark and Claim cannot be used. This includes the use of the QR Code Logo, GGN, LGN or CoC Number use or on-product labeling.
- 4.19 Any objective evidence that indicates that CP or an applicant has been misusing the GLOBALG.A.P. Trademark and/or the GLOBALG.A.P. Claim shall lead to the exclusion of the CP or an applicant CP from the GLOBALG.A.P. System for twelve (12) months after evidence of misuse.
- 4.20 CP shall promptly cease and desist from any and all use of the Trademark and/or QR Code Logo upon termination of this Agreement for any reason.
- 4.21 GLOBALG.A.P. NA reserves the right to enforce all provisions set forth in clause 4. of this Agreement directly.

5. OWNERSHIP OF TRADEMARK AND QR CODE LOGO

- 5.1 The Trademark and the QR Code Logo are the sole property of FoodPLUS GmbH and it is non-exclusively licensed to GLOBALG.A.P. NA. GLOBALG.A.P. NA non-exclusively licensed it to CB/VB. During the term of this Agreement and thereafter, CP shall not attack the title of CB/VB and GLOBALG.A.P. NA 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 CB/VB and GLOBALG.A.P. NA.
- 5.2 CP shall provide documents and information reasonably necessary with respect to activities required to maintain the rights of GLOBALG.A.P. NA, FoodPLUS GmbH and CB/VB in the Trademark and the QR Code Logo, and to confirm GLOBALG.A.P. NA. FoodPLUS GmbH's and CB/VB's license 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 usage information.

6. GLOBALG.A.P. NUMBER (GGN) AND LOCALG.A.P NUMBER (LGN) AND CHAIN OF CUSTODY NUMBER (CoC NUMBER)

- 6.1 The GGN, LGN and the CoC Number may appear on the product, consumer packing of the product or at the point of sale where in direct connection to individual products as the GLOBALG.A.P. Claim.
- 6.2 CP may label only those products originating from GLOBALG.A.P. IFA certified production or process (certified production/handling units, certified part of the production) with the GGN.
- 6.3 CP may label only those products originating from production or process complying with the relevant localg.a.p. requirements with the LGN.
- 6.4 CP may label only those products originating from GLOBALG.A.P. Chain of Custody certified production or process (certified production units, certified part of the production) with the CoC Number.

7. INTEGRITY PROGRAM

- 7.1 CP shall cooperate with GLOBALG.A.P. NA and with FoodPLUS GmbH during Integrity Program activities and close any CP non-conformity found during Integrity Assessment. Refusing, hindering or avoiding the Integrity Assessment may lead to CP suspension.
- 7.2 Before, during and after the Integrity Assessment CP shall grant CB/VB, GLOBALG.A.P. NA and FoodPLUS GmbH access to its production, storage, handling sites, company offices, and employees and to all GLOBALG.A.P. System related documents and records, which are necessary to show compliance with the GLOBALG.A.P. System. CP shall also provide the CB/VB, GLOBALG.A.P. NA and FoodPLUS GmbH with all GLOBALG.A.P. System related information.
- 7.3 If subcontractors are involved in the production, CB/VB, GLOBALG.A.P. NA and FoodPLUS GmbH's is entitled to perform a full on-site verification/inspection/audit of the subcontractor for those activities related to the GLOBALG.A.P. System. CP shall ensure that free access as stated in clause 7.2 is provided by the subcontractor upon the request of CB/VB, GLOBALG.A.P. NA and FoodPLUS GmbH.
- 7.4 If CB/VB acting on behalf of GLOBALG.A.P. NA detects non-conformities, CP shall bear any costs, resulting from follow-up inspections.
- 7.5 To verify the continuous compliance with the GLOBALG.A.P. System, CB/VB is entitled to perform unannounced on-site and random verification/inspection/audit according to the relevant GLOBALG.A.P. System rules. CP shall grant access in these cases as described in clause 7.2 and 7.3.
- 7.6 In addition to the conditions set forth in clause 7.5, GLOBALG.A.P. NA and FoodPLUS GmbH is entitled to directly instruct CB/VB to verify/inspect/audit CP.
- 7.7 CP shall ensure that CB/VB, whether acting on behalf of CP or GLOBALG.A.P. NA, provides GLOBALG.A.P. NA upon request with information according to the relevant GLOBALG.A.P. System rules.
- 7.8 The results of the Integrity Assessment will be available for CBs/VBs, the AB of the CB – and where applicable – for the AMC and private standard owner.

- 7.9 CP shall actively cooperate with GLOBALG.A.P. NA and with FoodPLUS GmbH during the management of complaints related to the CP or to the CB/VB. In particular, CP shall not refuse, hinder or avoid residue, contamination, traceability, fraud or other CB/VB investigations in case of a complaint, otherwise CP may be suspended.
- 7.10 In case of a residue, contamination, traceability, fraud or complaint investigation, GLOBALG.A.P. NA and CB/VB shall be entitled to directly take product samples for laboratory analysis. A summary/report of the investigation shall be sent to the complaining party and the CP. Where complaints are found to be valid, GLOBALG.A.P. NA reserves the right to charge CP all or part of the investigation costs following the decision of the Integrity Surveillance Committee.
- 7.11 In the case of information bearing potential impact on the product status/claim is transmitted to GLOBALG.A.P. NA or to the GLOBALG.A.P. Secretariat about a GLOBALG.A.P. certified/registered producer (e.g. exceeded residue limit, microbial contamination, etc.), it is the responsibility of the producer to refute the claim by verifying and providing evidence for compliance with the GLOBALG.A.P. Standard.
- 7.12 To maintain the integrity of the GLOBALG.A.P. System, CB/VB and CP shall immediately report any event likely to have a negative impact on the GLOBALG.A.P. System as a whole, including but not limited to food safety outbreaks, recalls or official investigations to GLOBALG.A.P. NA. In serious cases, GLOBALG.A.P. NA shall be entitled to temporarily suspend CP.
- 7.13 Where CP found to have been misusing any GLOBALG.A.P. Claim, the CP shall be precluded from participating in the GLOBALG.A.P. System.

8. REGISTRATION, VERIFICATION/INSPECTION/AUDIT AND CERTIFICATION/APPROVAL

- 8.1 CP shall provide CB/VB with registration information in compliance with the relevant GLOBALG.A.P. System rules, of CP itself and of each PGMs.
- 8.2 CB/VB shall provide CP with an individual and permanent GGN, LGN or CoC Number according to the relevant GLOBALG.A.P. System rules. Any other PGM, who has registered its products with CP to CB/VB, shall obtain such number.
- 8.3 CP shall inform CB/VB about any existing or expired GGN, LGN or CoC Number and any previous verification/inspection/audit or certification/approval activities in its organization including results. Failure to do this will result in a surcharge of the registration fee of USD 150 to an individual (option 1) producer and USD 750 to an (option 2) producer group.
- 8.4 CB/VB agrees that GLOBALG.A.P. NA and FoodPLUS GmbH is entitled to have access to all of CP's data registered in the Database and release these data to third parties according to the applicable rules of the scope of the Licensed Services and associated Data Access Rules (Annex 2).
- 8.5 CP may authorize access for Market Participants on CP individual level. CP may instruct CB/VB or any other third party who register CPs to authorize this access accordingly.

- 8.6 GLOBALG.A.P. NA is, notwithstanding clause 8.4, entitled to communicate to all GLOBALG.A.P. members the instances where CP's certificate has been suspended, cancelled or is under investigation due to food safety crisis. This information includes CP's registration number(s) and/or GGN, LGN or CoC Number, CP's producer data and product data.
- 8.7 CB/VB shall be responsible for establishing the fee structure for certification and verification/inspection/audit activities. The fee structure shall be communicated to CP in the framework of this Agreement. At a minimum, the fee structure will include the GLOBALG.A.P. producer registration and certificate license fees as set forth in the GLOBALG.A.P. NA Fee Table (Annex 5.) in its latest version.
- 8.8 CB/VB shall issue a certification or verification document after positive evaluation decision following the deadlines of the applicable GLOBALG.A.P. System rules (Annex 2.) and at the same time register the certification, verification or approval in the Database. CP may verify its certification, verification or approval document using the GGN, LGN or CoC Number via the Database web-interface www.globalgap.org/search.

9. CHANGES IN UNDERTAKING

CP shall immediately inform CB/VB about all changes in its undertaking which might have an effect on this Agreement, including but not limited to changes in the CP's legal or trade (D/B/A) name, address, contact info, production area, location or in the scope of registered products, the existence, grant or expiration of registration numbers from other CBs/VBs 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

- 10.1 In the event of the CP's willful or negligent violation of the obligations of the GLOBALG.A.P. System, in particular obligations that CP has contractually undertaken, GLOBALG.A.P. is entitled to enforce the measures described in the list of sanctions within the relevant GLOBALG.A.P. System rules.
- 10.2 CPs are required to respect national, international and/or other applicable laws. Compliance with the contractual obligations of this Agreement shall not replace or substitute compliance with these laws.
- 10.3 CPs specifically agree and accept that GLOBALG.A.P. NA is entitled to directly enforce upon CP the measures described in the list of sanctions within the relevant GLOBALG.A.P. System rules.

11. LIABILITY

- 11.1 CP shall indemnify and hold harmless CB/VB and GLOBALG.A.P. NA for all damage and costs (including defense costs) to CB/VB or GLOBALG.A.P. NA directly or through claims, causes of action, or suits (hereinafter "claim" or "claims"), of whatever judicial or extrajudicial form asserted by any third party against the Farm Assurers, and/or CB, or GLOBALG.A.P. NA, whether sounding in contract, tort, or otherwise, or arising from violation of any provision of this Agreement.
- 11.2 CP shall indemnify CB/VB and GLOBALG.A.P. NA against claims and damages claimed by third parties as set forth in clause 11.1 above.

- 11.3 CB/VB 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, GGN, LGN, CoC Number or the QR Code Logo except where CP can prove that such infringement was caused by a willful or grossly negligent act or omission by CB/VB.
- 11.4 CP shall inform GLOBALG.A.P. NA and CB/VB of any injunctive relief or claim for damages of third parties because of the utilization of the Trademark or the QR Code Logo.
- 11.5 CP will not claim any damage or start any legal action against GLOBALG.A.P. NA when CP personal or production data that is published according to the Data Access Rules is misused by a third party or by CB/VB.

12. TERM AND TERMINATION

- 12.1 This Agreement is for a period of 1 year(s) from the date of the signature of this Agreement unless terminated earlier in accordance with clause 12.2. or 12.4 below. 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.
- 12.2 The right to terminate this Agreement in exceptional circumstances and for material reasons remains unaffected. Such material reasons include, in particular, 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. In the case of CB/VB a material reason includes, in particular, that CP has been found by a court of law to have negligently infringed a relevant national or international food law either of which may carry criminal sanctions, or some other law, which is of relevance to the execution of this Agreement or the status of the Trademark or is subject to an injunction action or other action brought by a law enforcement authority. This includes cases in which a CP has infringed Livestock or Plant Breeders' Property Rights.
- 12.3 On termination of this Agreement the right of CP to use the GLOBALG.A.P. Claim including the Trademark, GGN, LGN, CoC Number or the QR Code Logo terminates with immediate effect.
- 12.4 This Agreement ends automatically without prior notice if:
- the Trademark, GGN, LGN, CoC or the QR Code Logo is cancelled and/or
 - with termination of the License and Certification Agreement between CP's CB/VB and GLOBALG.A.P. NA.
- 12.5 In the event of clause 12.4 second insert, CB/VB 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/VB.

13. PARTS AND ALTERATIONS / AMENDMENTS OF THIS AGREEMENT

- 13.1 The GLOBALG.A.P. System documents in its most recent versions (available at <http://www.globalgap.org>), National Interpretation Guidelines, and AMCs and other relevant 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 (2) 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 (2) 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 ARBITRATION**

14.1 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 law of the State of Maryland, United States of America, exclusive of any statutory provision of law or legal precedent regarding choice of laws under the laws of the State of Maryland. 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.

14.2 All disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of Montgomery County, Maryland without recourse to the ordinary courts of law. The number of arbitrators is three (3). The place of arbitration is Montgomery County, Maryland and the language of the arbitration proceedings shall be English.

15. **CONFIDENTIALITY**

15.1 CB/VB shall make 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 CB/VB.

15.2 CB/VB shall 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 GLOBALG.A.P. NA are to be considered confidential.

15.3 CB/VB shall not disclose information about a particular CP or individual to a third party without the prior written consent of CP concerned, unless required in this Agreement.

15.4 Where confidential information is made available to other bodies (such as ABs, AMC owners) CB/VB shall inform CP and GLOBALG.A.P. NA accordingly.

16. **DATA PROTECTION**

16.1 The Parties agree to comply at all times with the provisions and obligations in accordance with Data Protection Regulations.

16.2 All Personal Data collected, processed or used shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the Data Subject's prior consent.

16.3 In the event of collecting, processing and using CP employee's personal data the employee's prior consent is required. A consent given by the employee shall be effective only if based on the Data Subject's free decision. Therefore, CP shall ensure that the given consent is based on the Data Subject's free decision. It is strictly prohibited to exert any pressure on the employee with regard to the employee's consent.

- 16.4 CP shall grant full details and copies of CP employee's consent to GLOBALG.A.P. NA prior to the Integrity Assessment mentioned under clause 7.
- 16.5 CP is only entitled to deliver CP employee's Personal Data, which is subject to this Agreement in the event the employee submitted a prior consent, which complies with the Data Protection Regulations.
- 16.6 In the event when less than 20 % of valid prior employee's consents were submitted, CP shall aliasing every employee's Personal Data with regard to the Integrity Assessment mentioned in clause 7.
- 16.7 CP shall refrain from delivering any information to CB/VB, which leads or might lead to a re-identification of the Data Subject.
- 16.8 In the event of termination of this Agreement CB/VB shall, when directed to do so by CP, erase all Personal Data provided by CP and all copies of any part of the information and shall instruct all its agents and subcontractors to do so. This does not apply to those Personal Data which are subject to legal retention periods.
- 16.9 Without prejudice to the other provisions of this Agreement, the Parties shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destructions of the Personal Data, which are subject to this Agreement.
- 16.10 CP shall take all reasonable steps to ensure that all its agents and sub contractors comply with all the provisions set out under this clause whenever they are collecting, processing and using Personal Data as part of this Agreement.

17. MISCELLANEOUS PROVISIONS

- 17.1 This Agreement and all applicable documents and Annexes mentioned in it set out the entire Agreement and understanding between the Parties relating to the subjects addressed herein and supersedes all other verbal 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/VB. The requirement that amendments may only be made by written agreement may be dispensed with only by written agreement.
- 17.2 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.

18. This Agreement covers the following standards, scopes and sub-scopes within the GLOBALG.A.P. System.

The scope of the Licensed Services:

STANDARDS	SCOPE	SUB-SCOPE		Date effective from:
Integrated Farm Assurance	Crops Base	Fruit & Vegetables	<input type="checkbox"/>	
		Flowers & Ornamentals	<input type="checkbox"/>	
		Combinable Crops	<input type="checkbox"/>	
		Green Coffee	<input type="checkbox"/>	
		Tea	<input type="checkbox"/>	
		Plant Propagation Material	<input type="checkbox"/>	
		Livestock Base	Ruminants: Cattle & Sheep/ Calf & Young Beef, Dairy	
Pigs	<input type="checkbox"/>			
Poultry/Turkey	<input type="checkbox"/>			
Aquaculture Base	Finfish		<input type="checkbox"/>	
		Crustaceans	<input type="checkbox"/>	
		Molluscs	<input type="checkbox"/>	
Chain of Custody		-	<input type="checkbox"/>	
Compound Feed Manufacturing		-	<input type="checkbox"/>	
Plant Propagation Material		-	<input type="checkbox"/>	
Transport	Livestock Base	-	<input type="checkbox"/>	
Produce Safety Standard	Crops Base	Fruit & Vegetables	<input type="checkbox"/>	
Harmonized Produce Safety Standard	Crops Base	Fruit & Vegetables	<input type="checkbox"/>	
localg.a.p.	Type:			
Add-On	Type: (e.g. GRASP)			
Approved Modified Checklist		Name:		
Others:				

141219_GGNA_Sublicense and Certification Agreement_V4_en
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Annexes:

1. The GLOBALG.A.P. Trademark (available on request).
2. General Regulations or General Rules including the Paper Certificate Template and Data Access Rules of the applicable scope of the Licensed Services. For the most recent version please refer to GLOBALG.A.P.'s website (<http://www.globalgap.org>).
3. Control Points and Compliance Criteria and Checklist. For the most recent version please refer to GLOBALG.A.P.'s website (<http://www.globalgap.org>).
4. National Interpretation Guidelines and AMC's for application and interpretation in their most recent versions (will be submitted as they become available or in the case of AMC, CB has the written approval of the AMC owner to operate the AMC). For the most recent version of National Interpretation Guidelines please refer to GLOBALG.A.P.'s website (<http://www.globalgap.org>). For the most recent version of the AMC please contact the owner of the respective AMC.
5. General GLOBALG.A.P. NA Fee Table in its most recent version. For the most recent version please refer to GLOBALG.A.P. website (<http://www.globalgap.org>).

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

Effective Date: _____, **20**__

Certification/Verification Body

Contracting Party

Signature of Authorized Representative

Signature of Authorized Representative

Date Signed

Date Signed

Place Signed

Place Signed

Company Seal/stamp (Optional)

Company Seal/Stamp (Optional)