

# Halal Agreement Form

Atyab International Certification Services

REF.....

Date:

## General Conditions:

This Agreement outlines the Terms and Conditions under which the ..... as a AISC will provide Halal Certification Services to M/S.....

This Halal Certification Agreement (this "Agreement") is made as of, .....between.

FIRST PARTY	SECOND PARTY
Atyab International Services Certification, a corporation organized under the laws of Sultanate of Oman with the office located at..... (Hereinafter referred to as the "AISC ")	..... ..... ..... (Hereinafter referred to as the "Client")

## 1 Purpose and Objectives

The Client desires to engage AISC to audit the Client's Product(s) and system(s) in accordance with the following standard(s):

Standard(s)	
Product(s)	
Product(s) Description	

Accordingly, the parties are entering into this Agreement to define the parties' respective obligations and the terms on which that audit and related services will be performed .With this agreement AISC shall grant to the certificate holder a right to use the certificate Halal Mark on it products to be produced by the certificate holder and whose trade mark, type, form and characteristics and scope shall be indicated in the Halal Certificate, which shall comply with the mentioned standard/criteria. It is being recognized exclusive usage certificate authority to the certificate holder with contract and certificate holder acknowledges the civil and criminal liability due to violation of the right to use certificate that belonging to AISC other than this certificate Parties to the Agreement.

Duration of Agreement: Subject to the terms and conditions mentioned herein, the agreement shall remain valid till the expiry of the certificate of conformity issued by AISC or termination of contract as per the termination clause.

Authorization: Client hereby gives the permission to AISC and its staff to perform audit for all required departments and agrees to fulfill payment of all related cost for the certification process, and AISC May start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification as agreed in this agreement.

## 2 Responsibilities of AISC

Completing the various step of the certification activities, including Reassessment, assessment, issuance of certificate, surveillance and/or re-certification with the goal of determining its conformity with Islamic rites and specified requirements, including the effectiveness of the system. The client receives an audit report and AISC certificate or conformation.

Storing all information and documents according to confidentiality and security rules by its personnel and experts.

Assure that AISC Inspection/Audit team will not give any information and documents related with the Client to third persons, except for legal necessities by force of law, without getting permission from the Client.

AISC conducts special audits in response to an application for expanding the scope of a certification already granted.

AISC conducts short notice or unannounced audits to investigate complaints, or in response to changes, or as follow up on suspended clients.

AISC strives to minimize and disturbance of business process while conducting the assessment on the clients premises.

## 3 Responsibilities of the Client

**3.1** Provide all documents and records which are required during certification activities including any changes communicated from AISC before, during and after certification process.

**3.2** The certified products manufactured and supplied by Client producer as specified in the certificate and based on this agreement, will comply with the requirements related to the certification process adopted by AISC including AISC schemes and standards specified and agreed as certification and product scope.

**3.3** The products for which the certificate is granted will be produced to the same specifications as the sample that the AISC found by review to be in compliance with the regulations. The Client shall immediately inform AISC of any changes to the certified product.

**3.4** Make all necessary arrangements needed by AISC to conduct evaluation, surveillance including having access to all locations, equipment's, personnel, clients and subcontractor's documentation and information.

**3.5** In addition to allowing the Inspection Team and Islamic affairs experts access to Client departments related with applicable AISC Halal certification scheme and to arrange at least one personnel for guiding Inspection Team during inspection, and to answer all questions of Inspection Team, during inspection within the scope of the application. Also accept receiving observers on the audit process by official accreditation bodies or by AISC during the inspection whenever requested.

**3.6** Not to use its Halal certification in such a manner as to bring the AISC into disrepute and does not make any statement regarding its product certification which AISC may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, or terminated, Client discontinues the

use of AISC Halal Mark of Certification or any reference thereto on all his advertising matters, and takes action as required by AISC.

- I. If Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in Halal certification scheme.
- II. in making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of AISC or as specified by the certification scheme.

**3.7** Comply with any requirements that may be prescribed in the Halal certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, Client cannot make claims regarding certification which is not consistent with the scope of certification.

**3.8** Bear responsibility to all complaints raised against it either directly to client or indirectly either to AISC knowledge or the scheme owner , and bear all costs resulting of this complain including reinspection and retesting , etc.....Furthermore, client has to keep record of all complaints made known to the client relating to the compliance with certification requirements and to make these records available to AISC when requested with the appropriate action taken to handle such complaints and any deficiencies found in products that affect compliance with the requirements for certification.

**3.8** Inform AISC without delay, of changes that may affect its ability to conform to the certification requirements.

**3.9.** Not to publish or give the inspection reports to third persons without permission by AISC.

**3.10** Accept to provide without delay, additional samples whenever requested by AISC, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by AISC for more verification).

**3.11** Bear cost of all financial requirements related with the certification process including the different inspections that might take place, including the un-announced visits that might be made by AISC to ensure proper compliance by Client.

#### **4.0 GSO 2055 and GSO 993 Relevant Standard Requirements (Wherever Applicable)**

**4.1** Porcine and its derivatives may not be used in the facility that produces Halal products.

**4.2** Where Ovine, Bovine, Caprine, Cervine and Avian slaughtering and processing takes place:

**4.3** The correct number of Muslim delegates shall be maintained in accordance with requirements such as GSO 993,

**4.4** Slaughter and stunning procedures must be adhered to as per GSO 993, Stunning methods (such as electric shock and gassing) are not acceptable in the GSO 993 for poultry and therefore processed poultry used in goods cannot be accepted into the Gulf Countries.

**4.5** Captive Bolt as a stunning method is not acceptable as Halal for any animal.

**4.6** All equipment, machinery, utensils, stoves, receptacles, benches and ovens used for Halal goods preparation shall be cleaned prior to use under the overall supervision of the Site Manager or their appointee.

**4.7** Storage and preparation areas reserved for the preparation of Halal goods shall be segregated.

**4.8** Storage, preparation, heating and/or cooking of Halal goods shall be carried out under the overall supervision of the Site Manager or their appointee.

**4.9** Halal and non-Halal goods shall not be prepared, mixed, cooked or heated in/on the same equipment at the same time.

**4.10** All raw, frozen, dried, processed and prepared ingredients required for the preparation of Halal goods, shall be acquired from suppliers approved by AISC and kept segregated in storage from nonacceptable ingredients.

**4.11** Food additives shall use its functional name beside the international number i.e. "Colours E120"

**4.12** GMO, rennet, whey, gelatin, oil, fats shall be declared on the label and its source.

**4.13** Fish with scales and their byproducts shall be labelled as 'scaled fish'. All other aquatic animals shall be labelled 'non-scaled fish'.

## **5.0 Certification Cycles**

**5.1** The Halal Certification period is 3 years subject to annual surveillance audits in Year 1 and Year 2 and recertification in year 3

**5.2** Certificates shall be subject to update after each surveillance audit.

## **6.0 Fees:**

Fees related with the activities under the scope of this agreement, will be charged according to the Tables which are published in AISC Website. The Client shall pay to the certification body fees as defined in the current schedule produced by the certification body. In the case where the certification program includes an annual fee, the Client agrees to pay the fee on or before the due date in order to extend the certification an additional year. There is no prorated fee or refund for partial year renewals.

Total Fees to be paid as mentioned quotation no.....

Amount:

## **7.0 Audits**

### **7.1.1 Selection of Auditors**

**7.1.2** The number and choice of auditors is incumbent upon AISC, who will nominate the auditors (Sharia and Technical). Each auditor signs the NDA and Impartiality Agreement prior to his / her employment with AISC.

**7.1.3** AISC commits itself to use only auditors who are suitable for the task on the basis of their understanding of Islamic rites and technical qualifications, their experience and their personal abilities.

## 71.4 Audit Confirmations/ Re-scheduling/ Cancellations

**7.1.5** Clients will be advised of scheduled audits via email and shall be confirmed or rescheduled by return email.

**7.1.6** Should the client not respond, the audit shall be assumed as confirmed.

**7.1.7** Cancelling or rescheduling the audit within fourteen (14) days of the scheduled audit will cause the cost of the audit stated in the Audit Plan as a cancellation fee.

## 8.0 Use of Trademarks and Certificates

**8.1** The AISC trademark provided to the client by AISC is protected by Intellectual property laws and requires AISC approval.

**8.2** Certified clients may use the AISC trademark on packaging, vehicles, stationary, literature and publicity material subject to the following conditions:

1. Use of the AISC trademark is governed by the rules issued by AISC.
2. Use of the GAC mark without AISC trademark is not permitted.
3. Products exported shall bear the AISC trademark on products as per GAC's requirements.
4. The AISC trademark shall not be used on any stationary, document or publicity material unless it relates in whole to the certified company's scope of certification.
5. The AISC trademark shall be used in conjunction with the certified company's own name and site certified by AISC.
6. The AISC trademark shall not be used in any way that may be interpreted as denoting approval or conformity, if only the processes within management system of the certified company have been certified.
7. The AISC trademark should meet the required specifications as per the approved AISC standard.
8. The AISC trademark should be printed clearly on all certified Halal products and labelled on each box/package.
9. Companies are allowed to print the colored AISC trademark suitable to its packaging as long as it does not change the original specification(s) of the trademark.
10. The trademark/certificate should be exhibited only at the entrance of the certified establishment.
11. The certificate holder shall not reproduce the granted Halal certificate in part and/or in a way that would hinder the legibility, nor shall tamper with the original copies or photocopies of the Halal certificate. They shall not translate the certificate and/or test reports in other languages without the control and consent of AISC.
12. If there is evidence that someone is misusing AISC trademark, AISC reserves the right to raise corrective actions, withdraw the certificate, publicize the transgression and if necessary, take appropriate legal action.
13. In signing a contract agreement with AISC, the client agrees to the rules in the use of the AISC trademark.
14. An electronic copy of the AISC trademark shall be supplied to the client when required.
15. The AISC trademark shall be no less than 9mm in diameter when printed on the client's labels and shall be printed one color. Written permission shall be sought to approve and print the label.

16. The AISC trademark shall only be used on products manufactured during the certification period indicated on the certificate.
17. AISC Certificates and trademarks may be used for promotion. Such use is restricted to the scope and the period of validity of the certification. AISC trademark shall not be attached to a non-conforming product that does not conform to clause 11
18. Certificates and AISC certificate and trademark shall not be transferred to successors in title, new owners or other organizations or new acquisitions.
19. AISC certificates shall be produced without changes to third parties.
20. After certification has been cancelled, suspended, withdrawn or annulled, the client must desist from any promotion, making use of the certification and AISC trademark. The client's right of retention is precluded and must commit to return the certificate/s following cancellation, suspension, withdrawal or annulment.
21. The client shall never use the certification and trademark in such a way as to undermine the reputation of AISC.
22. AISC certificate or trademark shall never be used in a misleading manner and not in accordance with strict provisions stipulated by AISC.
23. Certificates can only be displayed at the address mentioned on the certificate.

**8.3** AISC reserves the right to approve or decline any proposed use of the trademark.

**8.4** On notification in writing, the certified client shall discontinue any use of the AISC trademark(s) that is unacceptable to AISC and any form of statement used in conjunction with the trademark that may be misleading. The certified company shall also undertake any other action requested by AISC with regards to unacceptable use of the trademark).

**8.5** On termination of registration, however determined, the client shall immediately cease use and distribution of any form of use of the certificates and the AISC trademark.

**8.5.1** an email will be sent to the client to cease and desist the use of the trademark and certificates and inform them of AISC legal intention.

**8.5.2** The client shall confirm the cease-and-desist order.

**8.5.3** Should the client breach this confirmation AISC reserves the right to take appropriate legal action.

**8.6** Acceptance of these conditions by the client will be established during audits to ensure the correct use of the AISC Trademark once certification has been achieved i.e. the correct use of the AISC trademark will be reviewed at every audit and comment made in the audit report.

**8.7** The requirements outlined in this section should be read in conjunction with AISC terms and conditions.

## **9. Breaches of Certification**

### **9.1. Non-Conformities**

**9.1.1** AISC may only issue certificates if all Halal requirements have been fulfilled following the audit (initial/re-assessment). In case of non-fulfillment, AISC will document the shortcomings, changed

conditions and/or restraints in a nonconformity report provided to the client which must be complied with in order for a certificate to be issue.

**9.1.2** All nonconformities or restraints must be eliminated or complied with in the stipulated time of the Corrective Action Request Form or by the AISC Auditor.

**9.1.3** If necessary, AISC will repeat the audit in full or in part. The resulting costs will be invoiced in accordance with the current price list, based on the effort required.

## 9.2. Suspension

AISC is entitled to suspend a certificate for a limited period of time if the client demonstrably violates Islamic rites, halal rules and contractual or financial obligations towards AISC, particularly if:

- A. Corrective actions to the products and processes have not been demonstrably and effectively implemented within the agreed-upon time frame.
- B. The appointments suggested by AISC for audits necessary for the maintenance of the certification have not been complied with and the usual time limit of twelve months since the previous assessment has thereby been exceeded.
- C. AISC has not been informed in a timely manner about planned changes and other changes which affect conformity with the Halal specifications which form the basis for the certification.
- D. AISC certificate or a trademark has been used in a misleading manner and not in accordance with strict provisions stipulated by AISC.

AISC retains the right of establishing where product tests have to be performed (Customer's facilities or an external laboratory). Client accepts to:

1. Provide AISC with samples of the Product according to a sampling plan specified in the applicable standard or given by AISC.
2. Send the samples to the external laboratory if needed and to bear the related expenses If the Customer refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.

In such circumstances, AISC shall first announce a possible suspension in writing. If the reasons for the suspension are not eliminated within two weeks, AISC informs the client in writing about the suspension of the certification stating the reasons as well as the corrective actions necessary for the certification to be reinstated. Certifications are suspended for a restricted period (usually a maximum of 90 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the certification is cancelled, and certification reinstated.

## 9.3. Withdrawal

**9.3.1** AISC is entitled to withdraw certificates, publicise it on their website and notify relevant authorities after giving written notice of intent or declare them invalid it:

1. The suspension period of the certificate has been exceeded.
2. The conformity of processes and products with Halal specification on which it is based is not ensured.
3. The client continues to use the certification for promotion following the suspension of the certificate.

4. The client uses the certification in such a way as to undermine the reputation of the AISC.
5. The preconditions which led to issuing the certificate no longer apply or the client is not prepared to eliminate nonconformities.
6. The client effectively terminates the contractual relationship with AISC.
7. Non-compliance with these Terms and Conditions of Certification including non-payment for AISC services within agreed trading terms.

#### 9.4. Annulment

AISC is entitled to annul certificates, or retroactively declare them invalid, if:

- a) It subsequently turns out that the preconditions required for issuance of the certificate had not in fact been fulfilled.
- b) The client has compromised the certification procedure so that the objectivity, neutrality or independence of the assessment result is in question.

#### 10. Termination:

**10.1** Either party may terminate this agreement by written notice to the other, at least three months prior to the next scheduled service assignment date.

if the other party is in material breach of this agreement and such breach remains uncured five days after receipt of written notice thereof;

b) if the other party (i) files for voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such other party and such involuntary petition is not dismissed within 30 days from the date of the filing thereof, (ii) is unable or admits in writing an inability to pay its debts as they come due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) dissolves, liquidates or sells substantially all of its assets.

**10.2** In the event that this agreement is terminated, the registration certificate shall be deemed to be canceled and the client has to stop using the certification and registration marks with immediate effect.

#### 11. Surveillance

**11.1.** AISC conducts post-market surveillance on Client's compliance with his obligations, By signing this document, the Client agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by AISC for post-market surveillance testing. Furthermore, and to preserve the Certification, Client accepts that AISC conducts on site surveillance visits (at least once a year during the period of certification validity) in accordance with the type of tests and frequency as specified in the related schemes and applicable standards.

While performing the surveillance, the following issues are always considered.

Non- conformities reports raised during the first certification audits (Pre- Assessment and Actual Assessment). during surveillance AISC shall make sure whether these non-conformities are effectively closed

Organizational, document and process/plant changes compared with the previous audit.



Appeals and complaints against Client. 5. Upon completing of the corrective actions, the same flow of activities is being followed for the surveillance visits (Evaluation, revision, decision),

AISC communicates (Operations Manager is responsible to contact client) the decision taken within 10 working days from the date of completing the corrective actions raised during the Surveillance Audit by client.

If the results of the surveillance do not allow the license to be maintained, AISC shall promptly inform the Customer with reasons and when pending non-Conformities exist, AISC establishes for each case a maximum deadline of 60 days to solve such nonconformities.

When this period above expires without any action by client, the same procedure of suspension/withdrawal of certificates is being followed. Certification cannot be confirmed to be valid again until the solutions and the corrective actions due to possible Critical Non-Conformities will be effectively closed.

## **12 Supplementary/ audits.**

Supplementary surveillance audits with intervals of less than 12 months can be required by AISC if Critical nonconformities are found. These inspections will be charged to the Customer according to the Price List in force at the inspections' dates.

Furthermore, if AISC should receive notifications regarding complaints, Non- Conformities or doubts regarding the product conformity or the reliability, AISC has the right to conduct an Supplementary inspection to verify the maintenance of compliance with the Normative Documents and applicable standards which were initially assessed

These notifications may be received also by other Accreditation Bodies and, in this case, auditors from these bodies may accompany the AISC inspectors, and the Customer cannot oppose to this (please refer to certification agreement terms and conditions). The Supplementary visits may be carried on without any advance notice. If the Customer refuse these verifications, the AISC certification will be immediately suspended. The costs of sampling, tests and visits have always to be paid by the Customer.

## **13.0 Appeals and Complaints**

**13.1** Every client has the right to have services performed within the agreed scope in such a way that expectations and requirements are fulfilled. In case of non-fulfillment, AISC requests information necessary for improvements. In case of a difference of opinion with assessors or AISC itself, each client has the right to submit an appeal or a complaint against a decision.

**13.2** In the first instance, complaints should be expressed verbally or in writing to the Director of AISC. If a solution cannot be worked out between the client and the Director AIS, as a next level the AISC Impartiality Committee may be appealed to in writing. A failure to resolve complaint after detailed consideration may be referred for judicial arbitration.

## **14 Arbitration**

In the event of failure to resolve a major complaint through the process outlined in the clause 13: 'Appeals and Complaints', an independent arbitration may be deployed. This is particularly relevant to case of serious complaints and in cases of dispute over evaluations or the issue, suspension or

withdrawal of a certificate. Prerequisite for independent arbitration is an agreement by both parties to have the matter in dispute resolved without resorting to any further legal action (arbitration agreement), along with a jointly prepared written presentation of the situation.

## 15 Force Majeure

AISC shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

## 16. Jurisdiction and Applicable Laws

16.1 Court of jurisdiction is Muscat, and the Sultanate of Oman law applies in all respects.

## 17 Indemnity

The Client will indemnify and hold harmless AISC and its Personnel from and against any and all liabilities, damages, claims, losses, costs and expenses (including reasonable attorney's fees) resulting from, breach of agreement or resulting from, relating to, or arising out of the misuse or alleged misuse by the Client of any registration, certificate, logo or mark of conformity provided by AISC. pursuant to this agreement.

## 18. Diverging Agreements

18.1 Diverging or supplementary agreements have to be made in writing. Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such cases, the void and/or illegal and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of this agreement.

## 19. Management of Impartiality

19.1 In order to uphold confidence in and integrity of the independent Halal certification, the AISC management is committed to maintenance of impartiality throughout the certification process. We fully understand the importance of impartiality in carrying out our Halal certification activities, managing potential conflicts of interests and ensuring the objectivity of the entire process. Our certification decisions shall be based on objective evidence of conformity or otherwise obtained during audits and our decision shall not be influenced by any other interests or by other parties. AISC compliance with this requirement is overseen and reviewed by the independent Impartiality Committee conducting periodic audits of our management of impartiality.

## 20.0 Confidentiality

Except as required by law and the relevant accreditation authorities, AISC will treat as strictly confidential and will not disclose to any third party AISC without prior written consent of the Client, any information which comes into the possession of AISC or its employees in the course of providing the Service.

**21.0 Expiration Period for Pending Applications** By signing this document Client agrees that; applications for certification that are pending for more than 180 calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the Client desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application certification/surveillance/recertification audit as following:

# Halal Agreement Form

Atyab International Certification Services

- 90 Days for Corrective actions in Certification assessment
- 60 Days for Corrective actions for Surveillance/Re certification assessment.
- 60 Days for suspension of certificate (with one final extension to 30 days if Client provides convincing justification for extension),
- Total of 120 Days period for Surveillance and recertification corrective actions provision by Client.

For and on behalf of Atyab International Certification Services		For and on behalf of the Client	
		M/s	
Signature with Company Seal		Signature with Seal	
Name:		Name:	
Designation:	General Manager	Designation:	
Date		Date	