Ausfüllhilfe Unterlizenz- und Zertifizierungsvertrag Version 5 für GLOBALG.A.P. IFA Version 6

Um ein GLOBALG.A.P. Version 6 Audit durchführen zu dürfen benötigen wir den von Ihnen ausgefüllten und unterschriebenen Unterlizenz- und Zertifizierungsvertrag. Sie schließen diesen Vertrag mit Foodplus, dem Standardgeber von GLOBALG.A.P. Trotz mehrmaligen Nachfragens wird es diesen Vertrag nur in einer englischen Fassung geben. Um Ihnen das Ausfüllen zu erleichtern haben wir Ihnen diese Ausfüllhilfe entwickelt.

Bitte senden Sie die ausgefüllten Seiten 1, 11, 16, und 17 an: globalgap@abcert.de

Seite 1:

Seite 11:

8.5 CP shall itself and shall make sure that related PGMs comply with any decisions on the suspension of certificates and any sanctions imposed on them in accordance with the GLOBALG.A.P. System Rules, cooperate with CB/VB and GLOBALG.A.P., and rectify the non-conformance in accordance with the terms of clause 8.

8.6 CP acknowledges that GLOBALG.A.P. may notify the public of instances where certificates have been suspended or canceled, including the CP's (and/or related PGMs') name(s) and address(es), the affected product(s), and the relevant GLOBALG.A.P. Identification Number(s).

8.7 CP acknowledges that GLOBALG.A.P. is entitled to directly enforce the sanctions described in clause 8.

9 LIABILITY AND INDEMNITY

9.1 CB/VB shall be liable for the full extent of damage suffered by CP as a result of CB/VB's intentional misconduct or gross negligence, in the event of culpable injury to life, body, and health and in cases of mandatory statutory liability. In the event of a culpable breach of essential contractual obligations, i.e., principal obligations which enable the proper execution of the contract and upon which CP therefore relies and may rely, CB/VB assumes liability on the merits; in such case CB/VB's liability shall be limited to damages which are typical for the agreement and which can be reasonably foreseen. Any further liability of CB/VB shall be excluded. This limitation of liability shall apply also in favor of CB/VB's statutory representatives, executives, and vicarious agents.

9.2 The limitations and exclusions of liability stipulated in clause 9.1 above shall also apply to any claims made by CP against GLOBALG.A.P.

9.3 CP shall defend, indemnify, and hold harmless CB/VB and GLOBALG.A.P., their affiliates and subsidiaries, and their respective officers, directors, employees, and agents, from and against any third-party claims, administrative fines and penalties, costs, losses, liabilities, expenses, and any other direct or indirect damages, including defense costs such as court costs and statutory lawyers' fees, arising from CP's or related PGM's violation of this Agreement and/or CP's or related PGM's violation of the GLOBALG.A.P. System Rules. In addition, CP shall provide CB/VB and GLOBALG.A.P. with all necessary information and make available any necessary assistance to defend against such claims and damages.

10 TERM AND TERMINATION

10.1 This Agreement becomes effective on the date it is signed by the Parties. It has a fixed initial term until _____ unless terminated earlier in accordance with this clause 10. The term of this Agreement will automatically be extended for one (1) year if neither Party terminates the Agreement by giving the other Party three (3) months' written notice prior to the end of the initial or any subsequent term.

10.2 Notwithstanding clause 10.1 above, either Party may terminate this Agreement for cause without notice. Cause is deemed to exist if the terminating Party, taking into account all the circumstances of the specific case and weighing the interests of both Parties, cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period.

> Laufzeit dieses Vertrages – Empfehlung 1 Jahr

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Seite 16:

GLOBALG.A.P.®

SIGNATURES

CB/VB   **CP**

_____   _____
Signature of authorized representative   Signature of authorized representative

[   ]   [   ]
Name of authorized representative   Name of authorized representative

[   ]   [   ]
Title of authorized representative   Title of authorized representative

[   ]   [   ]
Date signed   Date signed

[   ]   [   ]
Place signed   Place signed

_____   _____
Company seal/stamp (optional)   Company seal/stamp (optional)

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| Unterschrift Betriebsleiter |
| Name Betriebsleiter |
| Titel Betriebsleiter |
| Datum |
| Ort |

Seite 17:

GLOBALG.A.P.®

ANNEX 2 DEFINITION OF LICENSED SCOPE

(To be completed by CB/VB)

Standards	Scope		Date effective from
Integrated Farm Assurance (IFA, IFA Smart edition)	Plants/Crops (Including fruit and vegetables; flowers and ornamentals; combinable crops; tea; plant propagation material, hops)	☐	
	Livestock (Including ruminants: Cattle and sheep [calves and young beef; dairy]; pigs; poultry; turkey)	☐	
	Aquaculture (Including finfish, crustaceans, molluscs, seaweed)	☐	
Integrated Farm Assurance (GFS edition)	Plants/Crops (Including GFSI recognized product categories only)	☐	
	Aquaculture (Including finfish, crustaceans, molluscs, seaweed)	☐	
Chain of Custody		☐	
Compound Feed Manufacturing	(Including feed for aquaculture and feed for livestock)	☐	
Livestock Transport		☐	
Harmonized Produce Safety Standard	(Including fruit and vegetables and combinable crops)	☐	
Produce Handling Assurance Standard	Plants	☐	
Crops for Processing	(Including fruit and vegetables; combinable crops; and green coffee)	☐	
localg.a.p.	Type:	☐	

GLOBALG.A.P. IFA Smart Version 6 Obst, Gemüse, Kartoffeln = Erzeugung

Ankreuzen und ein Datum

GLOBALG.A.P. CoC Teilnehmer

Ankreuzen und ein Datum

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Standards	Scope	Date effective from
Add-on	Name (e.g., GRASP):	☐
Benchmarked checklist	Name:	☐
Others		☐

GLOBALG.A.P. GRASP Sozialstandard – nur wenn gebraucht

Ankreuzen und ein Datum

GLOBALG.A.P. RMS (nur für RMS Anbieter)

Eintrag „RMS"

Ankreuzen und ein Datum

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