



## IndG.A.P. SUBLICENSE AND CERTIFICATION AGREEMENT

This sublicense and certification agreement (hereinafter “**Agreement**”) for participation within the framework of the India Good Agricultural Practices (IndG.A.P.)

is between

\_\_\_\_\_  
(Company legal name and type) hereinafter “**Certification Body**” or “**CB**”

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 address)

hereinafter “**Contracting Party**” or “**CP**”

represented by

\_\_\_\_\_  
Name (Use block capitals)

\_\_\_\_\_  
Title

together “**the Parties**”



### 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, practices aligned with sustainable production, as well as social and animal welfare. The system is based on general regulations and 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, brokers, resellers, traders, manufacturers, operators of quality assurance systems, Farm Assurers, certification bodies, Market Participants and the Scheme Owner PADD, QCI (hereinafter "QCI").

### Definitions

- AB** stands for 'accreditation body' and refers to an organization that accredits the certification body according to the ISO/IEC 17065 standard and that has signed the 'Memorandum of Understanding' with Scheme Owner (PADD, QCI).
- AMC** stands for '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.
- Certification Body** refers to an entity that has signed the license and certification agreement with QCI to engage in a contractual relationship with contracting parties (see below) to perform inspections/audits on their operations.
- Chain of Custody** refers to the traceability concept i.e. Chain of Custody that covers the supply chain from the producer to the retailer and serves to verify segregation and traceability within the supply chain of any products from processes certified by IndG.A.P.
- Contracting Party** refers to those producers, producer groups, producer organizations, sales organizations, handling facilities, packers, resellers, traders, and manufacturers that produce or commercialize agricultural products and undergo verification/inspection/audit, and/or certification/approval activities with certification bodies. 'Contracting party' includes CP as indicated on page 1.

<b>Data collecting</b>	refers to the acquisition of data on the data subject (see below).
<b>Data processing</b>	The CBs are bound with confidentiality and are prohibited to share information to any other individuals according to applicable Indian acts and regulation.
<b>Data subject</b>	refers to the individual which the personal data identifies.
<b>Data use</b>	refers to any utilization of personal data other than processing.
<b>Database</b>	refers to the applicable database maintained by the certification body and the applicants, accreditation bodies and the Scheme Owner.
<b>IndG.A.P. UIN</b>	stands for 'Unique Identification Number issued by the Certification Bodies to the applicants. refers to a unique identifier assigned to each and every producer and any other legal entity in the IndG.A.P. system by a CB.
<b>IndG.A.P. claim</b>	refers to when a contracting party claims and/or markets that a process, service, or product complies with a standard/module/program of the IndG.A.P. system. This includes off-product claims and on-product labeling with a QR code logo, or any numeric identifier including a UIN.
<b>IndG.A.P. library of agreements</b>	consists of various licenses and agreements (between PADD, QCI and a certification body/verification body), as well as of sublicense and certification agreements (between a certification body and an applicant).
<b>PADD, QCI</b>	refers to the owner and administrator of the IndG.A.P. system, PADD, QCI as IndG.A.P. Scheme Owner.
<b>Integrated Farm Assurance (IFA)</b>	refers to the modular GLOBALG.A.P. on-farm certification standard and all its system rules as a scope of the licensed services (see below).
<b>Integrity assessment</b>	refers to surveillance visits and assessments conducted or commissioned by QCI within the framework of the Integrity Program.
<b>Integrity Program</b>	refers to the IndG.A.P. Integrity Program, which is a quality management system designed to ensure the consistent delivery and execution of the IndG.A.P. system, as well as a feedback mechanism to continuously improve all aspects of the system.



<b>Integrity Surveillance Committee (ISC)/Steering Committee</b>	refers to a committee established by IndG.A.P. which advises the IndG.A.P. Secretariat and IndG.A.P. on various issues.
<b>Licensed services</b>	refers to registration, third party inspection/audit and certification, and approval provided by the certification body as scope of activities to the applicant.
<b>Market Participant</b>	refers to companies or individuals who trade with certified/registered products.
<b>Personal data</b>	refers to any information concerning the personal or material circumstances of an identified or identifiable natural person.
<b>PGM</b>	stands for 'producer group member' and refers to those producers who are affiliated with contracting parties, but have no direct contractual agreement with respect to registration and/or certification activities with a QCI licensed certification body/verification body.
<b>QR code logos</b>	refers to the QR (Quick Response) code logos designed by IndG.A.P. and used by anyone in the Scheme.
<b>Territory</b>	is, for the purposes of this Agreement, India. A certification body willing to provide IndG.A.P. licensed services in the rest of the world, shall enter into a contractual agreement with QCI.
<b>Trademark/Certification Mark</b>	refers, for the purposes of this Agreement, to the names, logos, QR code logos/certification mark, and trademarks owned by "IndG.A.P."/QCI whereas, GLOBALG.A.P. or any other trademarks are owned by respective organisations.



**NOW THEREFORE IT IS AGREED:**

**1. SUBJECT OF THIS AGREEMENT**

This Agreement establishes the rights and obligations of Certification Body (hereinafter “CB”) as an independent organization for inspection, audit, certification, and/or approval of Contracting Party (hereinafter “CP/applicant”) for the licensed services within the framework of the IndG.A.P. system.

**2. GRANT OF SUBLICENSE**

2.1 QCI has granted a non-exclusive, non-transferable license to CB to use the Certification Mark, within the Territory; to enter into sublicense and certification agreements with contracting parties; register contracting parties; enter producer and product information provided by contracting parties and their PGMs into the database; collect checklist information, record corrective actions into a report, and to conduct registration, third-party inspection/audit certification or second-party verification and approval to contracting parties.

2.2 CB hereby grants a non-exclusive, non-transferable sublicense to CP for the use of the Trademark/Certification Mark provided CP has been successfully certified/approved and is in compliance with the relevant requirements of the INDG.A.P. system. The sublicense granted to CP entitles CP to distribute and market their products under the Trademark only to the extent that these products have been registered with CB and are produced, handled, or traded in a production site or location registered with CB in full compliance with the compulsory conditions of the ‘IndG.A.P. Sections’ published in the PADD, QCI website.

2.3 CP is not entitled to grant sublicenses of the Trademark.

2.4 This sublicense is valid only to the extent that all fees and duties to CB and to PADD, QCI have been settled in full.

**3. IndG.A.P. SYSTEM**

3.1 CP shall comply with all provisions and requirements of the IndG.A.P. system within the scope of the licensed services in their most recent version and with this Agreement.

3.2 Where applicable for AMCs and private standards other than IndG.A.P. standards, CP shall in addition to this Agreement adhere to the rules laid down under those standards, which may differ from the IndG.A.P. system.

3.3 CB shall make available to CP any applicable changes made by QCI in the IndG.A.P. system documents as published on the QCI website (<https://www.qcin.org/>).



3.4 Certification to IndG.A.P. standard is not an assurance or guarantee that food is safe for consumption, or that the food and supporting production systems meet all applicable regulations and best practices in the country of production or country of intended destination.

**4. CERTIFICATION Mark/TRADEMARK, QR CODE LOGOS, AND INDG.A.P. NUMBER as per Section 6 of INDG.A.P.**

4.1 CP shall follow the relevant IndG.A.P. system rules and obligations concerning the use of the Certification Mark/Trademark or any INDG.A.P. numerical identifier issued by INDG.A.P. (e.g. UIN, GGN (where applicable) ) within the scope of the licensed services.

4.2 The IndG.A.P. trademark shall appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products in compliance to the relevant Section (6) for use of Mark of INDG.A.P. Scheme and provisions of FSSA, 2003.

4.3 The logos (or QR codes where pre-approved by CB) 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 use the Certification Mark/Trademark only in connection with products/processes/services complying with the requirements of the IndG.A.P. system within the scope of the licensed services.

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 and/or IndG.A.P. unique identification number (UIN).

4.6 CP shall use the Trademark only in the manner provided by INDG.A.P., and CB shall not alter, modify, or distort them in any way.

4.7 CP shall indicate, the status of Mark in case if it is registered (it could be the applicants Mark as well).

4.8 CP is entitled to use the IndG.A.P. name and/or certification mark/trademark for traceability/segregation/identification purposes only on-site at the production and handling location(s).

4.9 CP is entitled to use the IndG.A.P. name and/or trademark in business-to-business communication as the IndG.A.P. claim only according to the IndG.A.P. system rules of the applicable scope of the licensed services as indicated.

4.10 CP shall use neither the Trademark, nor a IndG.A.P. numerical identifier as part of CP's company name, nor in any other way to imply that IndG.A.P. is part of CP's business.



- 4.11 CP shall not use the Trademark and/or a IndG.A.P. numerical identifier in any manner that could be construed as distasteful, offensive, or controversial.
- 4.12 CP shall not use the Trademark and/or a IndG.A.P. numerical identifier in any manner that discredits or tarnishes the reputation or goodwill of QCI; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between QCI and CB and/or between QCI and CP.
- 4.13 CP shall make clear to third parties and consumers that QCI is not the producer of the goods/products. CP shall indemnify QCI and CB against possible product liability claims arising out of the use of the Trademark and/or IndG.A.P. numerical identifier.
- 4.14 CP agrees that the nature and quality of the licensed services shall not be contrary to the framework of the IndG.A.P. system, and all uses of the Trademark and/or IndG.A.P. numerical identifier in all advertising, promotional, and/or other forms shall be under the control of QCI. CP agrees to cooperate with QCI in facilitating QCI's control of such use of the Trademark and IndG.A.P. numerical identifier.
- 4.15 In the case of AMCs' and private scheme trademarks, CP shall only use them according to the owner(s)'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. QCI's approval of any sample advertising or promotional materials is not to be construed to mean that QCI 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. Amendments must be in writing and require the prior written approval of QCI to be valid.
- 4.18 Where CP does not yet or no longer complies with the requirements of the licensed services, neither a Trademark nor a IndG.A.P. numerical identifier can be used.
- 4.19 Any objective evidence that indicates that CP or an applicant has been misusing the Trademark and/or the IndG.A.P. claim shall lead to the exclusion of CP or an applicant contracting party from the IndG.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 IndG.A.P. numerical identifier upon termination of this Agreement for any reason.
- 4.21 QCI is entitled to enforce all provisions set forth in clause 4. of this Agreement directly.



## 5. OWNERSHIP OF TRADEMARK AND QR CODE LOGOS

- 5.1 The Trademark is the sole property of QCI. QCI non-exclusively licensed them to CB. During the term of this Agreement and thereafter, CP shall not inappropriately use the title of CB and QCI, nor aid others in questioning or disrupting the validity of the marks or this Agreement; and ensure that all use of the mark by CP inures to the benefit of CB and QCI.
- 5.2 CP shall provide documents and information reasonably necessary with respect to activities required to maintain the rights of QCI and CB in the Trademark, and to confirm QCI's and CB 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. INTEGRITY PROGRAM

- 6.1 CP shall cooperate with QCI during Integrity Program activities and close any CP non-conformity found during an integrity assessment. Refusing, hindering, or avoiding an integrity assessment may lead to CP suspension and loss of certification.
- 6.2 Before, during and after an integrity assessment, CP shall grant CB, QCI access to its production, storage, handling sites, company offices, and employees and to all IndG.A.P. system-related documents and records reasonably necessary to show compliance with the IndG.A.P. system. CP shall also provide CB, QCI with all IndG.A.P. system-related information.
- 6.3 If subcontractors are involved in production, CB, QCI are entitled to perform a full on-site verification/inspection/audit of the subcontractor for those activities related to the IndG.A.P. system. CP shall ensure that free access is provided by the subcontractor upon the request of CB, QCI.
- 6.4 If CB acting on behalf of QCI detects non-conformities, CP shall bear any costs resulting from follow-up inspections.
- 6.5 To verify continuous compliance with the IndG.A.P. system, CB is entitled to perform unannounced on-site and random verification/inspection/audit according to the relevant IndG.A.P. system rules. CP shall grant access in these cases as described in clauses 7.2 and 7.3.
- 6.6 In addition to the conditions set forth in clause 7.5, QCI is entitled to directly instruct CB to verify/inspect/audit CP.
- 6.7 CP shall, upon request, make available to CB and/or QCI any and all information, including records, relevant to their activities under the IndG.A.P. system. CP shall ensure that CB, whether acting on behalf of CP or QCI, provides QCI upon request with information according to the relevant IndG.A.P. system.
- 6.8 The results of any integrity assessment will be available to CB, the AB of CB, and –





where applicable – to the AMC and private standard owner.

- 6.9 CP shall actively cooperate with QCI during the management of complaints related to CP or to CB. In particular, CP shall not refuse, hinder, or avoid investigations into residue, contamination, traceability, fraud, or other CB investigations in the case of a complaint. Failure to cooperate may result in CP certificate suspension and loss of certification.
- 6.10 In the case of a residue, contamination, traceability, fraud, or complaint investigation, QCI and CB shall be entitled to directly take or require CP to take product, water, or soil samples for laboratory analysis. Third-party sampling by CB or a collaborating firm may be required. A summary/report of the investigation shall be sent to CP. Where complaints are found to be valid, QCI is entitled to charge CP all or part of the investigation costs following the decision of the Integrity Surveillance Committee.
- 6.11 In the case of information bearing potential impact on the product status/claim is transmitted to QCI or to the IndG.A.P. Secretariat about a IndG.A.P. certified/registered producer (e.g., exceeded residue limit, microbial contamination, etc.), it is the responsibility of CP to provide evidence of compliance with the IndG.A.P. system and standards.
- 6.12 To maintain the integrity of the IndG.A.P. system, CB and CP shall immediately report to QCI any event likely to have a negative impact on the IndG.A.P. system as a whole, including but not limited to food safety outbreaks, recalls, and/or official investigations. Acting under the direction of QCI, CB shall be entitled to temporarily suspend CP's certificate for a reasonable period of time while any such event is being investigated. As part of the investigation process, CB and QCI will coordinate on review and possible reinspection as needed.
- 6.13 Where CP is found to have been misusing any IndG.A.P. claim, CP shall be precluded from participating further in the IndG.A.P. system.

## 7. LIABILITY

- 7.1 CP shall indemnify and hold harmless CB and QCI for all damage and costs (including defense costs) to CB or QCI 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 QCI, whether sounding in contract, tort, or otherwise, or arising from violation of any provision of this Agreement.
- 7.2 CP shall indemnify CB and QCI against claims and damages claimed by third parties as set forth in clause 12.1 above.
- 7.3 CB 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



or IndG.A.P. numerical identifiers except where CP can prove that such infringement was caused by a willful or grossly negligent act or omission by CB.

7.4 CP shall inform QCI and CB of any third-party claim for damages and/or injunctive relief arising from the use of the Trademark.

7.5 CP will not claim any damage or start any legal action against QCI if CP personal or production data that is published according to the data access rules is misused by a third party or by CB.

## **8. TERM AND TERMINATION**

8.1 This Agreement is for the period from the date of the signature of this Agreement until issuance and execution of an updated version, unless terminated earlier. 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. A termination of certification will indicate a termination of this Agreement without formal written notice being issued.

8.2 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.

8.3 On termination of this Agreement, the right of CP to use the IndG.A.P. claim including the Trademark or IndG.A.P. numerical identifiers terminates with immediate effect.

8.4 This Agreement ends automatically without prior notice if:

- the Trademark or IndG.A.P. numerical identifier is cancelled and/or
- with termination of the license and certification agreement between CP's certification body/verification body and QCI.
- the certified producer or producer group does not seek recertification and the certificate expires, provided that all financial and other obligations have been met between CP and CB.

8.5 In the event of transfer to new CB, the earlier CB 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.

## **9. PARTS AND ALTERATIONS/AMENDMENTS OF THIS AGREEMENT**

9.1 The IndG.A.P. system documents in the most recent versions (available at PADD, QCI website), 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 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.

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

## **10. GOVERNING LAW AND ARBITRATION**

- 10.1 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 Indian law.
- 10.2 All disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the existing Arbitration Act.

The place of arbitration is New Delhi, India and the language of the arbitration proceedings shall be English and/or Hindi.

## **11. CONFIDENTIALITY**

- 11.1 CB 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.
- 11.2 CB 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 QCI, is to be considered confidential.
- 11.3 CB shall not disclose information about CP to a third party without the prior written consent of CP, unless required in this Agreement.
- 11.4 Where confidential information is made available to other bodies (such as ABs, AMC



**12. THIS AGREEMENT COVERS THE FOLLOWING STANDARDS, SCOPES, AND SUB-SCOPES WITHIN THE IndG.A.P. SYSTEM.**

The scope of the licensed services:

STANDARDS	SCOPE	SUB-SCOPE		Date effective from:
IndG.A.P.	All Farm Base and Crops Base	Fruit & Vegetables	<input type="checkbox"/>	
		Combinable Crops	<input type="checkbox"/>	
		Green Coffee	<input type="checkbox"/>	
		Tea	<input type="checkbox"/>	
		Spices	<input type="checkbox"/>	
		Agro-Biodiversity	<input type="checkbox"/>	

### 13. REFERENCE DOCUMENTS

1. 'IndG.A.P. 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 IndG.A.P.'s website (<https://qcin.org/india-good-agriculture-practices>).
2. Control points and compliance criteria and associated checklist. For the most recent version, please refer to QCI's website (<https://qcin.org/india-good-agriculture-practices>).
3. General 'IndG.A.P. Fee Table' in its most recent version for the CBs that are applying for approval to PADD, QCI. For the most recent version, please refer to QCI's website (<https://www.qcin.org/>).
4. For applicants, the approved CBs shall have mechanism for submission of the details.



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

Effective Date: \_\_\_\_\_, 20\_\_

**Certification Body**

**Contracting Party**

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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Date Signed

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Company Seal/Stamp (Optional)

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Company Seal/Stamp (Optional)