

JAS-ANZ CONTRACT WITH EUREPGAP BENCHMARKING APPLICANT

PARTIES

This contract is made between and binds the following parties:

- 1 **Joint Accreditation System of Australia and New Zealand (JAS-ANZ)**
- 2 **^Applicant name and ACN^ ^registered address^ (the Applicant)**

PURPOSE

This contract is made in the following context:

- A The Applicant has made an application to FoodPLUS GmbH for the assessment of equivalence of the Applicant's Standard and/or Certification Scheme with the **EUREPGAP – 'Protocol for Fresh Fruit and Vegetables'** and/or **EUREPGAP – 'General Regulations Fresh Fruit and Vegetables'**;
- B The Applicant has fully informed itself about the **EUREPGAP** Benchmarking Procedure and has agreed to pay the fees specified in Attachment 1.
- C JAS-ANZ has been contracted by FoodPLUS GmbH to provide the benchmarking assessment service in line with the **EUREPGAP** Benchmarking Procedure.

OPERATIVE PROVISIONS

In consideration of the mutual promises contained in this contract, the parties to this contract agree as follows:

1 INTERPRETATION

1.1. Interpretation

1. In this contract, unless the contrary intention appears:
 - a. the attachments form part of this contract;
 - b. where any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the attachments, the terms and conditions of the clauses prevail;
 - c. reference to an attachment is a reference to an attachment to this contract, including as amended or replaced from time to time by agreement in writing between the parties.

1.2. Guidance on construction of this contract

1. This contract records the entire agreement between the parties in relation to its subject matter.
2. No variation of this contract is binding unless it is agreed in writing and signed by the parties.
3. Any reading down or severance of a particular provision does not affect the other provisions of this contract.
4. This contract is to be construed in accordance with the laws in the Australian Capital Territory.
5. This contract is formed and is dated as at the date it has been executed by both parties.

2 OBLIGATIONS OF JAS-ANZ

2.1. Assessment of Applicant's standard and/or certification scheme

1. JAS-ANZ agrees to assess the Applicant's Standard and/or Certification Scheme, in accordance with the **EUREPGAP** Benchmarking Procedure, for equivalence with **EUREPGAP – 'Protocol for Fresh Fruit and Vegetables'** and/or **EUREPGAP – 'General Regulations Fresh Fruit and Vegetables'**.
2. JAS-ANZ agrees to treat all information gathered throughout the assessment process, which is not in the public domain, as strictly confidential. JAS-ANZ Procedure 7 – '*Confidentiality and Conflict of Interest*' shall apply.
3. The most up to date versions of these procedures and guidelines may be located on the JAS-ANZ website www.jas-anz.com.au.
4. In the event of any dispute about which version of a JAS-ANZ or JAS-ANZ procedure applies, the decision of JAS-ANZ is final.

3 OBLIGATIONS OF THE APPLICANT

3.1. Obligations of the Applicant

1. The Applicant agrees to:
 - a. Provide JAS-ANZ with all relevant documentation that supports the Applicant's claims regarding equivalence;
 - b. Make timely responses in the event that dialogue between the Parties is required;
 - c. JAS-ANZ making available all information gathered throughout the assessment process to FoodPLUS GmbH, notwithstanding the requirement of clause 2.1 (2) above; and

- d. Pay all fees specified in Attachment 1, whether or not recognition is granted.

4 DISPUTE RESOLUTION

4.1. The parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

1. In the event of a complaint being lodged in relation to the service being provided by JAS-ANZ, JAS-ANZ Procedure 12 - '*Complaints and Disputes*' shall be invoked;
2. The most up to date versions of these procedures and guidelines may be located on the JAS-ANZ website www.jas-anz.com.au.
3. In the event of any dispute about which version of a JAS-ANZ or JAS-ANZ procedure applies, the decision of JAS-ANZ is final.

5 TERMINATION OF THE CONTRACT

5.1. Termination for default

1. Where the Applicant fails to satisfy any of its obligations under this contract, JAS-ANZ, if it considers that the failure is:
 - a. not capable of remedy, may, by notice, terminate this contract immediately;
 - b. capable of remedy, may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this contract immediately by giving a second notice.

6 GENERAL PROVISIONS

6.1. Application for recognition of equivalence

1. The Applicant warrants that the information contained in the Application for recognition of equivalence submitted to FoodPLUS GmbH is correct.

6.2. Execution Warranty

1. The Applicant warrants that it has full corporate power and authority to enter into, perform and observe its obligations under the contract and that the execution, delivery and performance of the contract has been duly and validly authorised by all necessary corporate action.

SIGNED as a Contract.

SIGNED on behalf of)
Joint Accreditation System Australia)
and New Zealand)
)
by _____)
[name signatory])
)
_____) _____
[name signatory's position])
)
in the presence of)
)
_____) _____
[name witness]

SIGNED on behalf of)
[insert name of Certification Body])
)
)
)
)
by _____)
[name signatory])
)
_____) _____
[name signatory's position])
)
in the presence of)
)
_____) _____
[name witness]



JOINT ACCREDITATION SYSTEM OF AUSTRALIA AND NEW ZEALAND

FEE STRUCTURE – EUREPGAP BENCHMARKING PROCEDURE

Process step	Fee* AUD	Notes
Standard Owner application fee	6400.00	The application fee includes all associated administration costs, preliminary technical review, peer review facilitation, and independent technical review and report. The peer review component includes consultation with EUREPGAP members and Council, and the Independent Technical Review of the outcomes of the consultation and resulting report. Based on 8 days ·
Scheme owner witnessing fee	2400.00	Includes witness auditing (physical benchmarking) preparation and reporting. Based on 3 days ·
Travel time	500.00	For travel in excess of 12 hours travel time a flat fee will be charged each way.

All fees are subject to 10% GST within Australia, and where applicable shall be included in the JAS-ANZ Tax Invoice.

* Where auditors are sourced from other accreditation bodies, and other sources, the per day rate may vary.

Any additional time required for processing applications, as a result of:

- an incomplete application, or
- a standard that is not comparable to the EUREPGAP standard, or
- where the maximum allocated days are exceeded,

then additional time will be charged at pro rata \$800.00 per day.

Travel, accommodation and associated expenses are invoiced at cost.

A M Craven
Chief Executive
With the authority of the Governing Board