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| **Approved by: Managing Director**  آرم پايش سلامت  **PSA**  **Document Title : MSC contract**  **Document Code: F-PSA-04**   |  | | --- | | The online version of this document is the latest version; all printed material is uncontrolled. It is the reader’s responsibility to check that printed copies are the current version. |  |  |  |  | | --- | --- | --- | | **Date of Approval** | **Description of changes** | **Version number** | | **April** | **First edit** | **#1** | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |

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| |  | | --- | | 1. **Contract parties** | | This contract is signed between … and ……….and ……. on the one hand in… managed by Mr.… and mr … that seeking MSC chain custody certification as the applicants  and  Payesh Salamat Asia Company on the other hand represented by DR. Ali Reza Masoudnia in Tehran, Tow hid square, Parcham street, No. 59 being called PSA in this contract. This contract is binding and irrevocable & enforceable to the both parties. | | 1. **Contract subject** | | The subject of this contract is providing auditing and certification according MSC (Marin Stewardship council)Requirements and issuing MSC certificate and logo s for the following products of …. Company.  Product names:  a.  b  c  Farm name  Company name  Trading fish and Wholesale  Storage  Packing or repacking  Storage  multi-site  Addresses of production site: Province  City:  District: | | **3-Contract price and the paid amount** | | The contract price is based on the analysis of the following costs.  Contract cost: ……..  Value added tax:  (9% contract cost): .....  Premium (4% contract cost): |  |  | | --- | | The cost of laboratory analysis for each test is: …  Total cost:  **4-Payment method:**  50% after signing the contract  50% after issuing the final report or certificate  Number of auditors: …  Name of MSC auditors  Note 1: The applicant knows that the payment determined at stages has nothing to do with the auditing results and market supply of the certified product.  Note 2: The costs are based on the requested amount of tonnage included in the contract and are definitive. |  |  | | --- | | 5- Company commitments | | 4.1. Audit reports shall be written in English and Farsi  4.2 Audit reports may contain confidential annexes for commercially sensitive information.  4.3 content of any commercially sensitive information with the applicant, which can still be accessible by the MSC and the appointed accreditation body upon request as stipulated in the certification contract.  4.4 The public report shall contain a clear overview of the items which are in the confidential annexes.  4.5 Except for the annexes that contain commercially sensitive information all audit reports will be public.  4.6 PSA is solely responsible for the content of all reports, including the content of any confidential annexes.  4.7 Reporting Deadlines\*for certification and re-certification audit reports  4.8 Within thirty (30) days of the completing of the audit PSA will submit a draft report in English and the national or most comment  4.9 applicants for certification are fully informed of, and have contractually  agreed in writing to, the accreditation body's right to publish on their website PSA witness audit reports.    4.10 If the MSC’s request to submit records of certified material are not met within specified time frames, a request for action may be  sent to PSA by the MSC.  i. Within 15 days of receiving the request, PSA shall work with the client, at the client’s expense, to verify that the information is  present and send a copy of the requested information to the MSC.  ii. If the information has not been provided to the MSC within the 15-day period, PSA will raise a major non-conformity and, if  this is not closed out within a further 15 days, suspension and/or withdrawal of certification shall follow as outlined in Section 7.4.  iii. Following any actions by the PSA regarding non-provision of information for MSC tracebacks or supply chain reconciliations, the  PSA undertake a risk analysis, which may lead to additional auditing. |  |  | | --- | | **6- applicant commitment** | | 1.applicant should conform to the relevant MSC CoC Standard.  2. Applicant shall provide information requested to assist in a trace back or supply chain reconciliation conducted by the MSC.  3. In the event that inconsistencies in records need to be verified, the client shall provide to the MSC, upon request, purchase  and/or sale records for certified products that will be shared with the PSA of their immediate supplier or customer.  The Applicant accept expedited audits, including unannounced audits, from their PSA and accreditation body.  a. In the case of an unannounced audit, the Applicant shall provide access to its site within 30 minutes of the auditor’s arrival.  The applicant agrees to allow samples of seafood to be taken from their operation by the MSC, the accreditation body, or the  PSA when requested for the purposes of product authentication testing.  a. All individual product authentication test results relating to samples taken at a client site are confidential between the Applicant, the  PSA, the MSC and the accreditation body, and shall only be communicated to other parties in anonymized and aggregated form  the client has the responsibility to inform PSA if any changes are made in the operation that may require oversight from the PSA. This can include but is not limited to:  a) Changes in species farmed.  b) Changes in the number of sites.  c)Administration of medication to some or all sites.  d)Changes that may impact the start of the chain of custody.  e) That the CAB shall have access to all audit products of the latest third-party social audit, if any. This includes-but is not limited to audit reports-non-conformity reports, evidence of closing non-conformities, and relevant confidential information.  The employer is committed to have the required information about the relevant laws and regulations in relation to his request.  In order to help the inspection process, the employer should provide the appropriate information to prove the compliance with the standards.  The employer should allow the inspectors to access the farm and all the places required for inspection and issue of certificates without prior coordination, storage facilities, and whatever required based on the requirements of the company for good inspection.  The employer should inform his staff that the failure to provide correct information is the responsibility of the employer.  The employer should allow the inspectors, corresponding accreditation institutions, and government officials to inspect, sample, and access to the documents and specified locations.  The failure to supply the product under the related standard label before receiving the certificate from the company.  The employer should declare the approximate time of export (first production) and the time zone (timetable) at the time of signing the contract for the inspected department. Then, he should provide the necessary facilities for auditing the evaluation, tracking, and the sale of his certified products.  The employer or applicant allows the company to supply the products if determined in any way out of the certified process or out of the capacity of the certified product. The company is authorized to inform the competent authorities to declare the certificate issued by the company as invalid.  Note 1: The employer knows that the company is not committed to guaranteeing and supplying the market for supplying the inspected products.  Note 2: The employer knows that the company is committed to pay the limit of the loss caused to the company covered by the insurer.  Note 3: The company has the right to publish audit reports can send these reports to their accreditation institution.  Note 4: Using the logo and trademarks depends on the rules of the accreditation company.  For any question about ecolabel, logo, or other trademarks, company can contact [MSC](https://www.msc.org/for-business/use-the-blue-msc-label/approve/msci-logo-licensing-team)  <https://www.msc.org/for-business/use-the-blue-msc-label/approve/msci-logo-licensing-team> |  |  | | --- | | **7- Contract cancellation** | | The applicant can cancel the contract under the information and agreement of the company and is committed to supply the expenses that the company has committed to pay for the contract.  The company can involve in unusual events such as a maximum delay of one month for paying the contract price, the refusal of the employer to cooperate at the inspection time, or the written notice of contract cancellation to receive the determined prices.  The parties should inform as written for the contract cancellation and should be inspected before the end of the contract period.  The company can suspend or cancel its certificate in case of observing any non-compliance.  PSA will suspend or withdraw certification if find reason for suspension or withdrawal as established in  MSC requirements  one of the causes for suspension or withdrawal is where the MSC or MSCI has suspended or withdrawn a certificate holder’s license or other agreement to use the trademarks and the certificate holder does not comply with MSC or MSCI instruction within stated time frames. |  |  | | --- | | **8- Contract period** | | The contract period is at the time interval ...... until ////. |  |  | | --- | | **9- Force Majeure** | | When the parties have no authority, this contract is cancelled without observing the terms and conditions according to the definition of force majeure provided by the authorities. |  |  | | --- | | **10- Solving the disagreement** | | In case of any disagreement, the cases are investigated and resolved by an unbiased party, otherwise the laws of the country and competent authorities will be the criteria.  This contract is signed in nine paragraphs and three versions each one being valid as the main version and the employer dealers that he is fully aware of the contract provisions. All pages of this contract are signed by the parties and the last page is signed and sealed by the two parties. |   The name and signature of the employer  The signature of the company |