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| Worldwide retailers, food service, food manufacturers, agricultural producers, and other interested parties, have developed a comprehensive certification product . designed to secure improved consumer and environmental protection, sustainable production, as well as social . The System is based on General Regulations or 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, resellers, traders, manufacturers, operators of quality assurance systems,Farm Assurers, ,, Market Participants . |  |
| Definitions |  |
| Chain of Custody |  |
| refers to the PSA. Chain of Custody Standard. The Chain of Custody Standard covers the whole supply chain from the producer to  the retailer and is to ensure segregation of the PSA. certified and non-certified products and traceability within the supply chain |  |
| CP |  |
| means Contracting Party and refers to those producers, producer groups, producer organizations, sales organizations, packers, resellers,  traders, and manufacturers that produce or commercialize agricultural  products and undergo verification/inspection/audit and/or  certification/approval activities with PSA. licensed entities |  |
| PGM |  |
| refers to those producers who are affiliated with CPs, but have no direct  contractual agreement with respect to registration and/or certification  activities with a PSA |  |
| QR Code Logo |  |
| means the PSA QR (Quick Response) Code Logo and refers to  the PSA design QR Code Logos. Unless otherwise provided for  in this Agreement, the rules laid down in the relevant Annexes are  applicable |  |
| Data Collecting |  |
| means the acquisition of data on the Data Subject. |  |
| Data Processing |  |
| means the recording, alteration, transfer, blocking and erasure of  personal data |  |
| Database |  |
| means the PSA Database and refers to the electronic database containing both producer and product information. The  physical database is maintained by PSA., information contained in the database . For bookmarking in the database, it is uploaded by  retailers, suppliers or by supply chain participants. For farming  documentation entered in the database, it is uploaded by CP or by authorized representatives of CP. |  |
| Trademark |  |
| refers to the names, logos, QR Code Logos and trademarks Of PSA |  |
| Equivalent Scheme |  |
| refers to another PSA. scheme, with own PSA. criteria (similar to  PSA. Control Points and Compliance Criteria) and own  scheme rules (similar to PSA. General Regulations). It has  gained equivalent status after the successful completion of the  PSA. benchmarking process. |  |
| Farm Assurer |  |
| refers to an entity holding a contractual relationship with PSA.  to provide additional services to CPs including, but not limited to  consulting, training, educational support and second party verification |  |
| PSA. Claim |  |
| means when the CP claims and/or markets that a process, service or a  product complies with a standard/module/program of the  PSA. System. This includes on-product labeling with the QR  Code Logo. |  |
| AMC |  |
| means 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 PSA. Control Points and Compliance Criteria (CPCC) and which use the PSA . General Regulations (GR) as certification rule |  |
| LP N |  |
| means the local PSA. Number (LP N). It is the combination of the “LPN”  prefix plus a 13-digit numerical number, not including the PSA  or localg.a.p. trademark, and is unique to each and every producer and  any other legal entity in the PSA . System. For this number  PSA uses existing Global Location Numbers (GLN) issued organization  alternatively – in its absence – PSA assigns its own interim  GLN. |  |
| CFM |  |
| refers to the PSA. Compound Feed Manufacturing Standard.  The CFM Standard covers the commercial manufacturing of compound  feed for the feeding of livestock and aquaculture species |  |
| Integrated Farm  Assurance (IFA) |  |
| refers to the modular PSA. on-farm certification Standard and all  its system rules as a scope of the Licensed Services. |  |
| LGN |  |
| means the PSA Number (LGN). It is the combination of the “LGN”  prefix plus a 13-digit numerical number, not including the PSA . trademark, and is unique to each and every producer and any other legal entity in the PSA . System. For this number  PSA . uses existing Global Location Numbers (GLN) issued and  to be purchased from the local GS1 organization (www.gs1.org) or  alternatively – in its absence – PSA . assigns its own interim  GLN |  |
| SUBJECT OF THIS AGREEMENT |  |
| This Agreement establishes the rights and obligations of  Contracting Party (“CP”) for the Licensed Services within the framework of the  PSA. System. |  |
| GRANT OF SUBLICENSE | اعطای مجوز |
| PSA has granted a non-exclusive, to use the PSA Trademark and, if applicable, the QR Code Logo, |  |
| PSA hereby grants a non-exclusive, non-transferable sublicense to CP for the use of the PSA Trademark and, if applicable, the QR Code Logo, provided CP has been successfully  certified/approved and is in compliance with the relevant requirements of the  PSA System.  . PSA. System rules (all  Annexes to this Agreement), as well as National Interpretation Guidelines and AMC’s  (Annex 4) where they apply. |  |
| The CP is not entitled to grant sublicenses of the Trademark, nor of the QR Code  Logo |  |
| The sublicense is only valid to the extent that all fees and duties to PSA have been settled in full. |  |
| PSA. SYSTEM |  |
| PSA shall be responsible for the further development of the  PSA. System. PSA shall make available to CP any changes without undue  delay, made by PSA. in the System documents as published  on the PSA. website (https://asiapayesh.com) or by the AMC owne |  |
| CP shall comply with all provisions and requirements of the PSA System  within the scope of the Licensed Services in their most recent version and with this Agreement. |  |
| Where applicable for AMC’s and private standards other than PSA.  Standards, CP shall in addition to this Agreement adhere to the rules laid down under  those standards, which may differ from the PSA System. |  |
| TRADEMARK AND QR CODE LOGO |  |
| CP shall follow the relevant PSA System rules and obligations concerning the  use of the Trademark, GGN, LGN, CoC Number and the QR Code Logo within the scope  of the Licensed Services. |  |
| PSA. Trademark shall never appear on the product, consumer packing of  the product nor at the point of sale where it is in direct connection to individual products. |  |
| The QR Code Logo 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 |  |
| CP shall only use the Trademark and the QR Code Logo in connection with  products/processes/services complying with the requirements of the PSA  System within the scope of the Licensed Services |  |
| n 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, GGN, LGN, CoC  Number and to the QR Code Logo.  CP shall only use the Trademark and, if applicable, the QR Code Logo in the manner provided by PSA. NA and the CB/VB shall not alter, modify, or distort those in  any way. |  |
| CP shall only use the Trademark and, if applicable, the QR Code Logo in the manner  provided by PSA. NA and the CP shall not alter, modify, or distort those in  any way. |  |
| CP shall indicate when using the Trademark and the QR Code Logo that it is a registered  trademark. |  |
| CP is entitled to use the PSA . name or Trademark for  traceability/segregation/identification purposes only on site at the production and handling  location |  |
| CP is entitled to use the PSA name and Trademark and the QR Code Logo in business-to-business communication as the PSA Claim only according to the PSA System rules of the applicable scope of the Licensed Services |  |
| CP shall neither use the Trademark, GGN, LGN, CoC Number nor the QR Code Logo as part of CP’s company name nor in any other way to identify PSA as part of CP’s business. |  |
| CP shall not use the Trademark, GGN, LGN, CoC Number and the QR Code Logo in any manner that could be construed as distasteful, offensive, or controversial. |  |
| CP shall not use the Trademark, GGN, LGN, CoC Number and the QR Code Logo in any manner that discredits or tarnishes the reputation or goodwill of PSA. and/or FoodPLUS GmbH; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between  PSA and CB/VB and/or between GLOBALG.A.P. NA and CP. |  |
| CP shall not use the Trademark, GGN, LGN, CoC Number and the QR Code Logo in any manner that discredits or tarnishes the reputation or goodwill of PSA. and is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship . |  |
| CP shall make clear to third parties and consumers that PSA is not the  producer of the goods/products. CP shall indemnify PSA  against possible product liability claims arising out of the use of the Trademark, GGN,  LGN, CoC Number or the QR Code Logo. |  |
| CP agrees that the nature and quality of the Licensed Services shall not be contrary to the framework of the PSA System, and all uses of the Trademark, GGN, LGN, CoC Number and the QR Code Logo in all advertising, promotional and other forms shall be under the control of PSA. |  |
| n the case of AMC’s and private scheme trademarks, CP shall only use them according  to the owner’s rules and specifications. |  |
| CP shall advertise and promote the Licensed Services in accordance with all applicable national, state, provincial, local, or other laws and regulations. PSA |  |
| Any further variation of usage is to be agreed upon by CP . Amendments must  be in writing and require the prior written approval of PSA to be valid. |  |
| Where CP does not yet or no longer complies with the requirements of the Licensed  Services PSA Trademark and Claim  cannot be used. This includes the use of the QR Code Logo, GGN, LGN or CoC Number use or on-product labeling. |  |
| Any objective evidence that indicates that CP or an applicant has been misusing the PSA Trademark and/or the PSA Claim shall lead to the exclusion of the CP or an applicant CP from the PSA System for twelve (12) months after evidence of misuse |  |
| CP shall promptly cease and desist from any and all use of the Trademark and/or QR Code Logo upon termination of this Agreement for any reason |  |
| OWNERSHIP OF TRADEMARK AND QR CODE LOGO |  |
| During the term of this Agreement and thereafter, CP shall not  attack the title of PSA to the mark, or aid others in questioning or disrupting the validity of the marks or this Agreement; and that all use of the mark by CP inures to the benefit of PSA |  |
| CP shall provide documents and information reasonably necessary with respect to  activities required to maintain the rights of GLOBALG.A.P. NA, FoodPLUS GmbH and  PSA 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 |  |
| PSA 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 |  |
| CP may label only those products originating from production or process complying with the relevant . requirements with the LGN |  |
| INTEGRITY PROGRAM |  |
| CP shall cooperate with PSA during Integrity  Program activities and close any CP non-conformity found during Integrity Assessment.  Refusing, hindering or avoiding the Integrity Assessment may lead to CP suspension |  |
| Before, during and after the Integrity Assessment CP shall grant PSA access to its production, storage, handling sites, company  offices, and employees and to all PSA. System related documents and  records, which are necessary to show compliance with the PSA System. CP  shall also provide the PSA with all  PSA System related information. |  |
| If subcontractors are involved in the production, PSA is entitled to perform a full on-site verification/inspection/audit of the subcontractor for those activities related to the PSA System. CP shall ensure that free access as stated in clause up is provided by the subcontractor upon the request of PSA |  |
| f PSA detects non-conformities, CP shall bear any costs, resulting from follow-up inspections. |  |
| To verify the continuous compliance with the PSA System, PSA is entitled to perform unannounced on-site and random verification/inspection/audit according to the relevant PSA System rules. CP shall grant access in these cases as  described in clauses up |  |
| The results of the Integrity Assessment will be available for PSA  and where applicable – for the AMC and private standard owner. |  |
| CP shall actively cooperate with PSA during  the management of complaints related to the CP CP shall  not refuse, hinder or avoid residue, contamination, traceability, fraud or other PSA  investigations in case of a complaint, otherwise CP may be suspended. |  |
| In case of a residue, contamination, traceability, fraud or complaint investigation,  PSA shall be entitled to directly take product samples for  laboratory analysis. A summary/report of the investigation shall be sent to the  complaining party and the CP. Where complaints are found to be valid, PSA  reserves the right to charge CP all or part of the investigation costs following the  decision of the Integrity Surveillance Committee. |  |
| In the case of information bearing potential impact on the product status/claim is  transmitted to PSA Secretariat about a  PSA certified/registered producer (e.g. exceeded residue limit, microbial  contamination, etc.), it is the responsibility of the producer to refute the claim by verifying  and providing evidence for compliance with the PSA Standard. |  |
| Where CP found to have been misusing any PSA Claim, the CP shall be  precluded from participating in the PSA System. |  |
| P shall provide CB/VB with registration information in compliance with the relevant  GLOBALG.A.P. System rules, of CP itself and of each PGMs. |  |
| cP shall provide PSA with registration information in compliance with the relevant  PSA System rules, of CP itself and of each PGMs |  |
| PSA shall provide CP with an individual and permanent GGN, LGN or CoC Number  according to the relevant PSA System rules. Any other PGM, who has  registered its products with CP to PSA, shall obtain such number. |  |
| CP shall inform PSA about any existing or expired GGN, LGN or CoC Number and any  previous verification/inspection/audit or certification/approval activities in its organization  including results. Failure to do this will result in a surcharge of the registration fee of USD 150  to an individual (option 1) producer and USD 750 to an (option 2) producer group |  |
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| CP may authorize access for Market Participants on CP individual level. CP may instruct  PSA or any other third party who register CPs to authorize this access accordingly |  |
| PSA is entitled to communicate to all  STAKEHOLDER the instances where CP’s certificate has been suspended,  cancelled or is under investigation due to food safety crisis. This information includes  CP’s registration number(s) and/or GGN, LGN or CoC Number, CP’s producer data and  product data |  |
| PSA shall be responsible for establishing the fee structure for certification and  verification/inspection/audit activities. The fee structure shall be communicated to CP in  the framework of this Agreement. At a minimum, the fee structure will include the  AMC producer registration and certificate license fees as set forth in the  PSA Fee Table (Annex 5.) in its latest version. |  |
| PSA shall issue a certification or verification document after positive evaluation  decision following the deadlines of the applicable PSA System rules (Annex  2.) and at the same time register the certification, verification or approval in the Database.  CP may verify its certification, verification or approval document using the GGN, LGN or  CoC Number via the Database web-interface https://asiapayesh.com |  |
| CHANGES IN UNDERTAKING |  |
| CP shall immediately informPSA about all changes in its undertaking which might have an  effect on this Agreement, including but not limited to changes in the CP’s legal or trade (D/B/A)  name, address, contact info, production area, location or in the scope of registered products, the  existence, grant or expiration of registration numbers in the framework of the  PSA System; legal successions, acquisition or disposal of related corporate entities as  well as changes of personnel or the department, which is responsible for the PSA  System. |  |
| SANCTIONS |  |
| In the event of the CP’s willful or negligent violation of the obligations of the  PSA System, in particular obligations that CP has contractually undertaken,  PSA is entitled to enforce the measures described in the list of sanctions  within the relevant PSA System rules. |  |
| CPs are required to respect national, international and/or other applicable laws.  Compliance with the contractual obligations of this Agreement shall not replace or  substitute compliance with these laws. |  |
| CPs specifically agree and accept that PSA is entitled to directly enforce  upon CP the measures described in the list of sanctions within the relevant  PSA System rules. |  |
| LIABILITY |  |
| CP shall be indemnify and hold harmless PSA for all damage  and costs (including defense costs) to PSA 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 PSA whether sounding in contract, tort, or otherwise, or arising from  violation of any provision of this Agreement. |  |
| CP shall indemnify PSA against claims and damages claimed  by third parties as set forth in clause above. |  |
| PSA 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, GGN, LGN, CoC  Number or the QR Code Logo except where CP can prove that such infringement was  caused by a willful or grossly negligent act or omission by PSA |  |
| CP shall inform PSA of any injunctive relief or claim for  damages of third parties because of the utilization of the Trademark or the QR Code Logo |  |
| CP will not claim any damage or start any legal action against PSA when  CP personal or production data that is published according to the Data Access Rules is misused by a third party or by PSA |  |
| TERM AND TERMINATION |  |
| This Agreement is for a period of I\_\_\_I year(s) from the date of the signature of this  Agreement 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.  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. In the case of PSA a material reason includes, in particular, that CP has been found by a court of law to have negligently infringed a relevant national or international food law either of which may carry criminal sanctions, or some other law, which is of relevance to  the execution of this Agreement or the status of the Trademark or is subject to an injunction action or other action brought by a law enforcement authority. |  |
| On termination of this Agreement the right of CP to use the PSA Claim  including the Trademark, GGN, LGN, CoC Number or the QR Code Logo terminates with immediate effect. |  |
| This Agreement ends automatically without prior notice if:  A. the Trademark, GGN, LGN, CoC or the QR Code Logo is cancelled and/or  B. with termination of the License and Certification Agreement between CP’s PSA. |  |
| GOVERNING LAW AND ARBITRATION |  |
| 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 law of  the IALAMIC REPABILIC OF IRAN |  |
| CONFIDENTIALITY |  |
| DATA PROTECTION |  |