

## CONTRACT

BETWEEN:

The Committee on Accreditation for Evaluation of Quality (CAEQ), a body related to the Conseil des appellations réservées et des termes valorisants (CARTV), a corporation duly constituted in the *Act respecting Reserved Designations and Added-Value Claims*, located at 201 Boulevard Crémazie Est, Suite 4.03, Montréal, Québec, H2M 1L2, Canada, herein represented by Vincent Vilela, its Accreditation Director, Secretary of the Board and, hereafter referred to

The CAEQ

AND:

**[CB Name]** a certification body, whose head office is located at **[address]**, herein represented by **[Name]**, **[Function]**, duly authorized by the business, here after referred to

The ACCREDITED CERTIFICATION BODY

### PURPOSE

The purpose of this Contract is to manage a body's accreditation terms and conditions for the certification activities that it carries out and whose scope is mentioned on the documents issued by the competent authorities for the purpose of confirming the accreditation.

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## PREAMBLE

WHEREAS the CAEQ mission is to evaluate certification bodies that have applied for accreditation and monitor those that are currently accredited, in order to recommend the appropriate accreditation decision to competent authorities (CARTV, CFIA, ...);

WHEREAS accreditation is accessible to any certification body that requests certification and meets the standards, regulations, criteria and requirements determined by the competent authority (CARTV, CFIA, European Commission, SENASICA);

WHEREAS the certification body has applied for accreditation and has submitted all the required documents for review by one or several requested standards;

WHEREAS the competent authority to which the certification body has applied has the exclusive and discretionary authority to grant, refuse, maintain, suspend and withdraw a certification body's accreditation and, without limiting the foregoing, to increase or reduce the scope of this accreditation;

WHEREAS the CAEQ has been legally entrusted with the responsibility of assessing the competence of applicant certification bodies, making recommendations about their accreditation status and monitoring those having been accredited;

WHEREAS the applicant certification body's documents were reviewed during desk audits and its control measures were assessed during onsite audits, in accordance with the requirements of the following references:

**[To select]**

- The accreditation criteria established in the CAEQ accreditation program, in accordance with the requirements in ISO/IEC 17065 and the *Internal Regulations Pertaining to Accreditation for Certification Bodies*.
- The accreditation criteria, as set out in the *Safe Food for Canadians Regulations (Part 13 - Organic Products)* and the *Canada Organic Regime Operating Manual*.
- The accreditation criteria established by the European Commission to certify organic products from third countries.
- The accreditation criteria established by the SENASICA to certify organic products in the territory of Mexico.

WHEREAS the Accreditation Committee, based on the results of assessments, has recommended to the competent authority concerned by the certification body's application, the granting of an accreditation to the certification body (CB), if it complies with the conditions specified by the above Committee and authority;

WHEREAS the CAEQ has been given the responsibility to subsequently require the accredited certification body to implement corrective measures to their operating procedures intended for certifying products resulting from operations that are compliant, when these procedures will not comply with any requirement of the CAEQ Accreditation Reference Manual and the criteria of the competent authority;

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THE PARTIES AGREE TO THE FOLLOWING:

1. The PREAMBLE forms an integral part of this Contract.

#### **OBLIGATIONS OF THE COMMITTEE ON ACCREDITATION FOR EVALUATION OF QUALITY**

2. Once both parties have signed this Contract, the CAEQ agrees to send the accredited certification body an accreditation attestation indicating the certification body's certification field, the certification reference manual(s) standards to which it may certify products as well as the areas where it is authorized to carry out certification activities, within the accreditation scope granted by the competent authority.
3. If the accredited certification body complies with the conditions established herein, the CAEQ agrees to recommend maintaining the accreditation granted under this Contract.
4. The CAEQ agrees not to disclose information that does not fall within public domain as well as information that its authorized agents will have had permission to access, without the written consent of the accredited certification body.
5. Without restricting the scope of any laws or regulations which govern the activities of either party, the CAEQ agrees to keep its general accreditation system compliant with the applicable international standards in force, in order to facilitate the international acceptance of certificates, attestations, reports or other similar documents, which are issued by the accredited certification body through the accreditation issued by the competent authority.
6. The CAEQ will make sure to inform the accredited certification body within a reasonable time period of any changes in the policies, criteria and requirements concerning the accreditation of certification bodies, which will then become an integral part of this Contract once the accredited certification body receives it.
7. The CAEQ will officially recognize the accredited certification body's status and add its legal name to the list of accredited certification bodies that it publishes throughout the entire duration of this Contract.

#### **OBLIGATIONS OF THE ACCREDITED CERTIFICATION BODY**

8. For the activities included in its accreditation scope, the accredited certification body agrees to follow the accreditation criteria and requirements established in any relevant law, regulations or documents established by the competent authority as well as the *Accreditation Reference Manual* published by the CAEQ.
9. The accredited certification body agrees to reply in writing to any questions that the CAEQ may ask and any document requests within the time limits set by the CAEQ.

 

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10. Throughout the accreditation period, the accredited certification body agrees to implement the measures required to meet the corrective action requests submitted by the CAEQ's Accreditation Committee within the time limits stipulated by the CAEQ.
11. The accredited certification body agrees to inform the CAEQ of any changes made to the system that was subject to accreditation, including changes regarding:
  - a) the certification body's ownership;
  - b) the business's legal, commercial or organizational status;
  - c) the business's organization and management, including key management and certification positions;
  - d) the location of the main or head office or any other premises from which one or more key activities are performed, and which are covered by the scope of this accreditation;
  - e) the key policies;
  - f) the ability to meet accreditation requirements.

Notification must be sent in advance or, when this is not possible, within one month of the change. Following the changes, the CAEQ will determine whether it is necessary to carry out a re-evaluation of the system and take the appropriate measures.

12. The accredited certification body agrees to prepare and to maintain acceptable information files that are required for all certification activities in which it is involved and that concern the operations it carries out within the framework of its accreditation scope.
13. The accredited certification body agrees to comply with all the requirements of the *Internal Regulations Pertaining to Accreditation for Certification Bodies* and the subsequent administrative policies or procedures as well as to adopt any changes in the accreditation requirements notified to it.
14. The accredited certification body agrees to cooperate with the CAEQ and its representatives in order to establish whether the terms of this Contract have been met, particularly by providing access to documents and records that are useful to their mission, by giving them access to the facilities concerned for conducting scheduled and extraordinary evaluations.
15. The accredited certification body undertakes to establish legally enforceable arrangements with their clients that commit the clients to provide, on request, access to accreditation body assessment teams to assess the conformity CB's performance when carrying out conformity assessment activities at the client's site.
16. The accredited certification body undertakes to assist in the investigation and resolution of any accreditation related complaints about the CB or its clients, referred to it by the CAEQ or the competent authority.

 

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17. The accredited certification body agrees to respect the confidentiality of information exchanged between both parties and that is by default considered confidential.
18. The accredited certification body agrees to provide data and requested information concerning operators as described in Appendix B of the *Internal Regulations Pertaining to Accreditation for Certification Bodies* and by competent authority, in prescribed format and timeline. It authorizes the CAEQ to extract statistics and to promote the holders of accreditation and certification.
19. The accredited certification body agrees to pay the CAEQ the dues and fees indicated in the "Accreditation Fees" section, included in Appendix C of the *Internal Regulations Pertaining to Accreditation for Certification bodies*, published on the CAEQ Website. The fees are subject to change, with advance notice, each subsequent year. Any unpaid account may be subject to a financial penalty of 1.5% per month.
20. The accredited certification body agrees not to use its accreditation in such a manner as to bring the CAEQ or the competent authority into disrepute, including publicly criticizing the organization rather than filing a complaint with its management.

#### **DURATION OF THE CONTRACT - CHANGE, RENEWAL, CANCELLATION**

21. This Contract comes into force on the date that both parties sign it and replaces the previous Contract.
22. This Contract is valid during all the period when CAEQ provides assessment services and the accredited certification body requests those services.
23. The accreditation cycle is a period of 5 years or for less time if it stipulated. The period of accreditation and the related competent authority are indicated in the Accreditation Attestation and/or Accreditation Letter.
24. At the end of the accreditation cycle the Accreditation Attestation and/or Accreditation Letter may only be renewed following a complete re-evaluation of the certification program and the implementation of all changes and improvements requested by the CAEQ and the criteria defined by the competent authority.
25. The CARTV may extend the duration of the Accreditation Attestation, in writing, for a period not exceeding six months in order to facilitate the renewal procedures when the competent authority allows it.
26. The CAEQ must receive advance notice of any changes, in accordance with the existing procedure, that the accredited certification body wishes to make to its accreditation scope (categories of certifiable products or geographical areas where the organization carries out certification activities), and the competent authority will make the decision in this regard, on a recommendation made by the CAEQ.

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27. The accredited certification body may terminate this Contract at any time by sending a notice by registered mail three months in advance. During this period, the CB remains under the oversight of the CAEQ. The fees and costs due for the current year are retained by the CAEQ. However, a new accreditation request may only be examined after a period of one year.

## **ADVERTISING AND INFORMATION**

28. The accredited certification body agrees not to make any public announcements concerning its accreditation and the details contained in this Accreditation Contract until after the CAEQ publicly announces the accreditation of the accredited certification body.
29. For the duration of the Contract, when specified, the accredited certification body is responsible for conveying information provided by the CAEQ to its employees and service providers as well as to operators to which it has granted compliance certificates or attestations.
30. If accreditation must be interrupted due to non-renewal, suspension or withdrawal, the accredited certification body agrees to immediately inform the operators to which it has granted compliance certificates or attestations.
31. The accredited certification body agrees to fully comply with the ways of referring to the accreditation scope (see Appendix), when using its communications and advertising material, name, logo or any symbol or designation that directly or indirectly refers to the accreditation received from the competent authority and monitored by the CAEQ.

## **CIVIL LIABILITY AND COMPENSATION**

32. The accredited certification body declares and certifies that the information and documents submitted in its accreditation application are accurate and true.
33. Should one or several pieces of information provided in its accreditation application or any other document required during the accreditation period be inaccurate, false, or if there is evidence of fraudulent behaviour, the CAEQ may terminate this Contract and stop the assessment process. The CAEQ will recommend the authority to cancel the existing accreditation.
34. The accredited certification body shall indemnify and save harmless other parties, its agents and its employee(s) against all claims of a third party within the framework of the operations of its organic certification program.
35. Should the accredited certification body entrust to a third party the current responsibility for certain activities within the framework of the operation of its certification program, the contractual arrangements agreed upon by the party responsible for the implementation of the certification program and the aforementioned third party shall include a clause to save the parties harmless of any claim, legal action and cause of actions that may be instituted against these

 

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parties as a result of actions taken by the third party regarding a project or a given activity.

36. The accredited certification body shall not hold the competent authority, the CAEQ, including members of the Executive Board, technical committees, management, staff including those of CARTV or subcontractors, responsible for any of the following actions that the aforementioned body or its agents could take:
- unauthorized use of the name “Committee on Accreditation for Evaluation of Quality” or the official names of the competent authority or any other name or logo owned by those bodies;
  - failure to respect the terms and conditions of this Contract;
  - intentional or unintentional errors or omissions.

In the event of complaints, losses or damages resulting from proceedings by a third party on the grounds that may arise from the aforementioned actions, the accredited certification body agrees to pay compensation.

#### MISCELLANEOUS CLAUSES

37. This Contract, as well as appendixes attached, constitutes the one and only Contract that binds the two parties.
38. This Contract may not be transferred to a third party.
39. The parties agree to settle by negotiation all disagreements that might occur relative to the interpretation or execution of this Contract.
40. This Contract shall be administered in accordance with the laws in effect in the Province of Québec, Canada.
41. Any change in business address or corporate name by one of the parties shall be made through prior notice sent to the other party by registered letter, with acknowledgement of delivery.
42. The accredited certification body authorizes the CAEQ to share with accreditation authorities and other competent authorities, and with other accredited certification bodies, the information necessary to accomplish their mandate.
43. When the accredited certification body has reasonable grounds to believe that information is false or misleading or that a document enabling a business or a person to be identified contains a false representation or disseminates misleading information about a product, it must notify the CAEQ as quickly as possible and send it the documents concerned. The certification body cannot be prevented from making a disclosure concerning false or misleading representation by a customer by the fact that a confidentiality agreement has been signed with the customer.

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**JURISDICTION AND VENUE**

44. The venue shall be the district of Montréal, Québec, Canada.

IN WITNESS WHEREOF, the parties have hereby signed this Contract.

CAEQ Representative:

Representative's name and title (in block letters)

Signature

Date:

Place:

Accredited Certification Body Representative:

Representative's name and title (in block letters)

Signature

Date:

Place:

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## APPENDIX - WAYS OF REFERRING TO ACCREDITATION

In order to comply with the conditions stipulated in the Contract, particularly those regarding information and publicity, any certification body that is accredited may refer to its accreditation when:

- it is accredited;
- its accreditation is valid.

The accredited certification body may declare itself accredited only for the scope of accreditation for which it has been accredited.

However, it must abide by the following requirements when referring to this accreditation. These requirements concern both textual references as well as the use of the accreditation attestation or possibly a logo issued by the accreditation body.

### 1. Terms of reference for accredited certification bodies' ways of referring to accreditation

#### 1.1 Accreditation Attestation / Accreditation Letter

The CAEQ issues an accreditation attestation to all bodies whose accreditation has been determined by its Board or any competent authority and validated by this Contract signed by both parties. This attestation may not substitute for the Accreditation Contract or any Accreditation letter, certificate or attestation that establish the accreditation elements (place, activities, standards, etc.) from the competent authority.

The accreditation attestation / accreditation letter is valid during the entire accreditation period. It includes an appendix comprising supplementary information that is updated every time changes occur. It may be displayed in any space used by the recipient body.

When the body is no longer accredited (non-renewal, suspension of more than 6 months or accreditation withdrawal), within 10 days of the date the measure takes effect, it must return the original copy of its accreditation attestation and take the necessary measures to withdraw all available copies (paper or digital) or the timeline defined by the competent authority.

#### 1.2 Reference to accreditation

An accredited certification body may refer to its accreditation on its commercial document if it's allowed by the competent authority. However, if the accredited certification body offers services that do not fall under the accreditation scope and if it is referred to in document, it is required to indicate on this page: "service not covered by (name of competent authority) accreditation."

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An accredited certification body may refer to its accreditation on advertising or communications media on condition that the concerned documents at least partly refer to an accredited activity or service.

In all cases, the content and the presentation of the message must not lead to confusion regarding the accreditation scope, the sector(s), product(s), standard(s) for which accreditation was granted and the region where the accredited certification body operates.

The text that refers to accreditation may be translated into a foreign language provided that it is a complete translation. On the other hand, the term used to identify the competent authority may not be translated unless a translation in the targeted language is made available by this authority.

In all cases where the accredited certification body plans to use or reproduce the name of the Conseil des appellations réservées et des termes valorisants and any other name belonging to this body, including the initials CARTV or CAEQ, CB agrees to submit for approval to the CAEQ any communication project (s).

## **2. Ways of referring to accreditation for entities overseen by an accredited certification body**

Entities that have compliance certificates for products that are certified to the current requirements included in the scope of accreditation of the certification body may refer to the accreditation, in accordance with the provisions stipulated by the accredited certification body. However, this reference to the accreditation shall in no case exceed the framework of an operation under the certification body's accreditation scope or appear on the packaging or all descriptive and promotional literature regarding goods or services offered for sale. When it is mentioned, it must always be in connection with the certification body that has been accredited.

## **3. Compliance with rules**

If the accredited certification body fails to comply with the requirements in this document, the CAEQ reserves the right to take any actions, including recommending the suspension or cancellation of accreditation.

An accreditation cancellation decision must be immediately implemented, and all measures must be taken within a maximum of 3 months to remove, from all media, the designation whose right of use has been withdrawn. Any delays implementing this measure are liable to a penalty equal to \$250 CAD per day for every day late.

Any misuse of the reference to the specified accreditation in this Contract, whether it is the holder of the right of use or a third party, gives the CARTV the right to take any legal action that it deems appropriate within the framework of existing legislation.

 

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