



## Agreement for FSSC Certification

1. This agreement is made by and between Food Industry Research Development Institute (hereinafter referred as FIRDI) and \_\_\_\_\_ (hereinafter called Client) for Food Safety System Certification (FSSC). The purpose of the contract is to arrange and observe all necessary rights and duties to each of them in performing FSSC audit applied by Client.
2. Rights and obligations of Client
  - 2.1 Client holds the following right:
    - 2.1.1 To submit appeals, complaints and disputes (hereinafter referred as complaints) relating registration assessment, certification process and/or of any other issue in writing to FIRDI.
    - 2.1.2 To raise objections about audit plan, audit dates, or appointment of any particular auditor or technical expert provided by FIRDI.
    - 2.1.3 To make use of its certification/registration documents (including the certificate) and FSSC logo in communication media such as documents, brochures or advertising in compliance with the requirement of the certification/registration body.
    - 2.1.4 To apply for an extension for facility audit in writing if the Client has a sound reason not to receive facility audit within 6 months after application for certification. Extension is limited to one.
    - 2.1.5 To request voluntary withdrawal during the certification audit.
    - 2.1.6 If in any case that client are dissatisfied with the complaint resolution or handling process or the complaints are not resolved within three months, then the client may refer the complaint to JAS-ANZ, which include the following details on the report: original complaint, records of the complaint review, response to the complaint, and other relevant records regarding the background to the complaint.
  - 2.2 Client is obliged to the following:
    - 2.2.1 Commit to maintain FSSC System and fulfill the requirements of regulation and customs.
    - 2.2.2 Always comply with the relevant provision of the certificate/registration program, and place information relevant to certification, such as name, address, standard of certification, scope of the certification, in publicly assessable domain. Always maintain registration on FSSC website to reserve its certified status.
    - 2.2.3 Make all necessary arrangements for the conduct of the assessment, including provision for examining documentation and the access to all areas, records (including internal audit report), personnel and subcontractors for the purpose of first and second stage of initial audits, surveillance audit (including unannounced surveillance audit), re-certification and resolution of complaints.
    - 2.2.4 Make all necessary arrangements for all members of the audit team, including



- observers and accreditation assessors of the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) and the FSSC Foundation.
- 2.2.5 Provide all documents found required in document review within one month upon receiving a notice of re-submission. Failure to complete the re-submission will be deemed as voluntary withdrawal.
- 2.2.6 Make provision for audit or re-assessment to start within six months once the application is accepted.
- 2.2.7 Do not act in such a manner as to cause defamation of FIRDI. Do not make any statement regarding its certification/registration which the certification/registration body may consider misleading or unauthorized.
- 2.2.8 Only claim that it's certified/registered with respect to those activities for which it has been granted certification/registration.
- 2.2.9 React to and clear any nonconformance raised during the certification, that may influence the maintaining or granting of certification, within the timeframe. Corrective action plan for minor non-conformities shall be provided 2 weeks after the audit (NC close out shall be done within 28 days, exceeding this timeframe will be resulted in a certificate suspension) whereas the time limit for major non-conformities is 14 days (NC close out shall be done within 28 days, exceeding this timeframe will be resulted in a certificate suspension). If critical non-conformities is issued, the certificate shall be suspended for 6 months and corrective action plan shall be provided within 14 days after the audit. Failure to resolve the critical non-conformities within 6 month timeframe will be resulted in certificate withdrawal.
- 2.2.10 Only indicate that the certified product is in conformity with specified standards or other normative documents, and does not imply that a product is approved by FIRDI.
- 2.2.11 Ensure that certification/ registration document, logo or report, or any part thereof, is used in the following manner:
- 2.2.11.1 Comply with the requirement of the certification/registration body, when making reference to its certification/registration in communication media such as documents, brochures or advertising.
- 2.2.11.2 Submit relevant documents and request for replacing the certificate when the scope of certification has been changed.
- 2.2.11.3 Discontinue use of all advertising matter that contains any reference to its certification/registration in case of suspension, withdrawal or revoked of its certification/registration (however denied).
- 2.2.11.4 Amend all advertising matter when the scope of certification has been reduced.
- 2.2.11.5 Return the certificate and any certification/registration documents as required by FIRDI once it becomes invalid due either replaced, withdrawn or revoked.
- 2.2.12 Comply with the requirement of “Standard operation procedures for using



- FSSC 22000 Logo” when using FSSC logo.
- 2.2.13 Provide communication records (including complaints) between Client and its interest parties and correction records arisen from this certification program or other regulatory requirements. The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to FIRDI when requested. The client shall also document the actions taken to deal with the complaints and make the documents available to FIRDI when requested.
- 2.2.14 Shall notify FIRDI in written and modify information on the FSSC database or ask for a certificate replacement, within 3 days, of any of the following issues or of other matters that may affect its conformance. May also ask for FIRDI’s suggestion should there any ambiguous about the issues:
- 2.2.14.1 Changes of legal, commercial, organizational status or ownership.
  - 2.2.14.2 Changes of organization and management (e.g. key managerial, decision-making or technical staff).
  - 2.2.14.3 Changes of address or location (e.g. re-structured of districts, addition of manufactories).
  - 2.2.14.4 Changes of scope of operations under the certified management system (e.g. expanding or reducing the scope of certification).
  - 2.2.14.5 Major changes of management system and certification process.
  - 2.2.14.6 Relocation of operation/business facility.
  - 2.2.14.7 Suspension or resumption of operations.
- 2.2.15 If Client fails to make any payment due hereunder, FIRDI shall have the right to terminate this Agreement.
- 2.2.16 Client shall agree upon receipt the notice that FIRDI is required by law to release Client’s information to other institutes (such as an accreditation board, FSSC Foundation, **GFSI** or governmental authority).
- 2.2.17 Ensure that the information and/or material provided are true and accurate. If copies of the certification documents are to be provided to others, the documents shall be reproduced in their entirety.
- 2.2.18 May request FIRDI for assistance for handling of customer complaints regarding any deficiencies found in its products. However, when consumers are injured by defective products, and the causes of the defective products are attributed to Client, Client shall assume legal liability.
- 2.2.19 Ensure that there are no false or misleading representations or symbol as to purity, ingredients, etc., in labeling and advertisement. Ensure that there are no adulterations of food/food ingredients. Comply with the disclosure requirement of the certification/registration body as to information about tracing and tracking (such as raw material, food additives, and supplier evaluation) and analytic results of its products.
- 2.2.20 Notify FIRDI within 24 hours by email or fax on any major food safety event, public recall or any serious matters that may jeopardize the



certification.

- 2.2.21 Notify FIRDI if insurance of certification service liability shall be extended to cover the area of Canada and the United States of America and pay the extra fees for the coverage. FIRDI shall be obligated for the professional indemnity insurance excludes for the area of Canada and the United States of America. Any loss or damage during the certification activities caused by FIRDI will be compensated by half of the total certification fee in that year.
- 2.2.22 Provide necessary documents or records before specified time as directed by FIRDI or be regarded as a noncompliance.

### 3. Rights and obligations of FIRDI

3.1 FIRDI holds the following right:

3.1.1 Retain the ownership and management rights of the logo, certificate, and audit report

3.1.2 Provide appropriate access (e.g. publications or electronic media) to, or disclosure of the directory of its certified clients.

3.1.3 Should the following circumstances arise, FIRDI can dismiss the application before the audit:

3.1.3.1 Initial document reviews shows there are needs of supplementations and corrections. But there is no response from the Client within one month after given due notice.

3.1.3.2 The impossibility of performing the certification within six months after the application or re-assessment is due to the Client.

3.1.4 FIRDI can revoke all or part the certification granted to the Client under any of the following circumstances:

3.1.4.1 It is proved that the information and/or material provided by Client during assessment are falsity;

3.1.4.2 FIRDI can revoke all or part the certification granted to the Client under any of the following circumstances:

3.1.4.2.1 Follow-up visit demonstrates that non-conformity found during audit remains un-corrected;

3.1.4.2.2 Client has not taken the required actions against the changes of registration system or requirements during the specified period after given due notice;

3.1.4.2.3 Failure to pay all certification fees due to FIRDI within the specified period after given due notice;

3.1.4.2.4 Failure to withhold production as requested, or failure to submit for re-assessment, nor did restart to work or resume business 15 days after given notice;

3.1.4.2.5 When relevant statutory is revoked, canceled or annulled by the authorities;

3.1.4.2.6 Client's request;



- 3.1.4.2.7 Client does not make any arrangement after received FIRDI's request for conducting surveillance audits, recertification audits, or resolution of complaints;
- 3.1.4.2.8 Client fails to timely correct nonconformities, caused by misuse of certificate and logo, after given due notice;
- 3.1.4.2.9 Serious situations against the law were found during audit.
- 3.1.4.2.10 FIRDI may conduct a special audit without prior notification if there is any serious event occurred and may make a decision on temporary certificate suspension or termination.
- 3.1.4.2.11 If in any case the Client did not notify any serious events that has occurred previously or make any false statement and prove to be true by the central authority or FIRDI, then FIRDI has a right to temporary suspend or terminate the certification.
- 3.1.5 FIRDI retains the right to make adjustments of the audit program depending on the on-going audit circumstances.
- 3.1.6 FIRDI can claim for damages should if there is any raised major events or inaccurate news which resulting in defamation of FIRDI, due attribute to Client.
- 3.1.7 Explicitly make it known the nature of sampling, it is the obligation of Client to implement and comply in accordance with this certification scheme should there are non-conformance issues. Client shall clearly understand the time limit to close non-conformities by the certified organization including the consequences of open non-conformities on any decision by FIRDI to issue certification or not.
- 3.1.8 FIRDI retains the rights for certification granting, renewing, extending, reducing, suspending and withdrawing.
- 3.2 FIRDI is obliged to the following:
  - 3.2.1 Conducting the certification in compliance with the FSSC scheme and relevant legislations, and timely communicating to the Client.
  - 3.2.2 Being impartial and objective. FIRDI shall accept all applicants who meet the provisions of FSSC scheme regardless of their financial situations, size, being a member of any association or group, etc.
  - 3.2.3 Provide Client clear information about its rights and obligations during application, initial (1<sup>st</sup> and 2<sup>nd</sup> stage) audits, surveillance audits, and the process for granting, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or withdrawing of certification and a detailed description of the activities.
  - 3.2.4 Information about Client from sources (e.g. complaints and regulators) other than the Client shall be treated as confidential.
  - 3.2.5 All information about Client gained by FIRDI and its staffs in FIRDI's direct dealing with certification other than information already in the public domain will be treated as confidential and will not be disclosed to a third party without



- written consent of the Client.
- 3.2.6 In case the law requires information to be disclosed to a third party, the Client shall be informed of the information provided, unless otherwise specified by law.
  - 3.2.7 Client shall be informed when FIRDI is required by law to release Client's information to other institutes (such as an accreditation board, FSSC Foundation or governmental authority). Should the Client have any doubt, FIRDI shall explain at length about the situation.
  - 3.2.8 FIRDI shall provide Client the latest version of requirements of certification scheme, including application/registration, and the rights and obligations of Client. Any changes of the requirements shall be updated and explained if necessary.
  - 3.2.9 Name and assignment of each auditor of the audit team shall be given to Client in advance, and make it explicitly known that it has right to raise an objection, provided valid, about the appointment of any particular auditor or technical expert, before the start of the certification/surveillance.
  - 3.2.10 Provide Client an explanation if the final decision of the certification made by the decision maker is not the same as the recommendation made by the on-site audit team/follow-up management audit team.
  - 3.2.11 FIRDI shall establish procedures to manage and verify complaints from the Client according to the ISO 17021-1:2015 requirements.
  - 3.2.12 FIRDI shall issue an English certificate (Chinese certificate can also be additionally issued) if the results of auditing meet the requirements of certification program and all certification fees due are paid. If follow-up certification verifies overall continuing effectiveness of the Client's management system in its entirety, FIRDI shall re-issue the certificate after completing follow-up certification program and received fees.
  - 3.2.13 FIRDI shall ensure the confidentiality of any electronic information (including scheme owner or accreditation body database platform) that is provided by the client during the whole certification activities.
  - 3.2.14 Should the certificate is lost or damaged, or the scope of certification is changed, Client can apply for a replacement. After review the request submitted by the Client and fees paid, FIRDI shall issue a replacement of certificate.
  - 3.2.15 Have the directory of FSSC certified Clients made publicly accessible.
  - 3.2.16 FIRDI shall inform Client about changes of certification requirements or activities through formal letters or electronic media prior to the dates to be implemented.
  - 3.2.17 FIRDI shall make appropriate arrangement such as insurance or reserves to cover liabilities arising from FIRDI's operations in FSSC audit. When ruled by the court to be attributed to, FIRDI will pay no more than fifty percent of the client's certification fee of the calendar year each case for compensation.



**財團法人 食品工業發展研究所**  
**Food Industry Research and Development Institute**

- 4. The contract (duplicate) shall be kept at both sides.
- 5. Information provided in this statement is correct with no false statements.

**I hereby declare that  
 Fully understand the rights and obligations of both parties and hereby execute this  
 agreement as of the date first set below.**

For the Client

For FIRDI

Name: .....

Address: .....  
 .....  
 .....  
 .....

Address: 331 Shipin Road  
 Hsinchu, Taiwan 30062  
 R.O.C.

Signed: .....

Signed: .....

Position: .....

Position: Director

Name : .....  
 (Official seal)

Name:  
 (Official seal)

Date: .....

Date: .....