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## HALAL ACCREDITATION CONTRACT

(Application File Number: ...)<sup>1</sup>

### 1. RELEVANT LEGISLATION, STANDARDS, DOCUMENTS AND DEFINITIONS

#### 1.1. Relevant Legislation, Standards and Documents

- a) ) The Law No:7060 on The Establishment and Duties of Halal Accreditation Agency (Amended by the Decree Law No:703), Presidential Decree No:4
- b) By-law regarding Accreditation of Halal Conformity Assessment Bodies published in the Official Gazette dated 16.10.2019No:30920
- c) Communiqués of the Halal Accreditation Agency (HAK)
- d) The Organization of Islamic Cooperation (OIC) The Standards and Metrology Institute for Islamic Countries (SMIIC) Standards and other relevant standards cited
- e) HAK Regulations (implementation documents accessible by third parties and published at HAK's official website [Guides, Directories etc.]

#### 1.2. Definitions

The definitions in the following documents shall apply unless otherwise specified:

- a) ) The Law No:7060 on The Establishment and Duties of Halal Accreditation Agency (Amended by the Decree Law No:703), Presidential Decree No:4, By-law regarding Accreditation of Halal Conformity Assessment Bodies published in the Official Gazette dated 16.10.2019 No:30920
- b) OIC/SMIIC Standards
- c) International Vocabulary of Basic and General Terms in Metrology (VIM)

### 2. PARTIES AND NOTIFICATION

#### 2.1. Parties to this Contract

##### A. Turkish Halal Accreditation Agency (HAK)

Address:

Tel:

Fax-Facsimile:

Registered Electronic Mail address:

E-mail:

(Hereinafter **HAK**)

##### B. Halal Conformity Assessment Body (HCAB):

Address (Principal Place of Activity):

Tel:

Fax -Facsimile:

Registered Electronic Mail address:

E-mail:

(Hereinafter **HCAB**)

#### 2.2. Matters of Notification


**2.2.1.** The addresses of the parties noted above are notification addresses. Any change in address shall immediately be communicated to the other party. Where the party fails to inform the other party on a change of address, all notifications sent to aforementioned addresses shall be deemed as delivered to residence address.

**2.2.2.** To ensure effective cooperation, the parties may communicate through facsimile or electronic mail provided that the original of the correspondence and document of official nature be afterwards delivered to the other party.

### 3. SCOPE

**3.1.** This Contract covers the parties' administrative and financial rights and obligations concerning HAK's scheduled or unscheduled assessment of the HCAB's structure, quality system, conformity assessment services; witness assessments towards the audits of HCABs; granting accreditation, use of the HAK halal accreditation mark; renewal, extension, reduction of scope, suspension or withdrawal of accreditation; charges, confidentiality and safety in accordance with the requirements in the legislations, standards and documents indicated in Section 1.1.

<sup>1</sup> To be filled by the HAK.

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#### 4. OBLIGATIONS

##### 4.1. HCAB's Obligations

**4.1.1.** HCAB agrees to allow HAK to examine, and share with HAK, all of its documents and records (including client contracts, reports, records etc.) relating to the quality system and conformity assessment activities relevant to the scopes for which it has requested accreditation. Where the assessment team requests for the purposes of collecting objective evidence, it agrees to deliver the copies of such documentation to the assessment team.

**4.1.2.** HCAB shall deliver the signed version of this Contract to HAK along with The Application Form and Authorized Person Notification Form.

**4.1.3.** HCAB undertakes to properly submit the documents and records required to HAK within the timeframe specified in the relevant HAK documents, and always keep them up to date.

**4.1.4.** HCAB undertakes to make available an adequate number of its staff during the assessment to guide the HAK assessment team.

**4.1.5.** HCAB undertakes to provide the HAK assessment team with access to the units/facilities/branches concerned with the scope of accreditation application and any other units/facilities/branches associated with these activities.

**4.1.6.** HCAB undertakes to agree with the assessment team and date as provided by HAK except where it provides a reasoned request for change to which HAK agrees.

**4.1.7.** HCAB shall not, save for a valid reason, request a postponement of the assessment dates agreed to in writing.

**4.1.8.** HCAB shall notify, 15 days in advance, any intended changes to its legal status and address of operation. Exceptions to this Clause are natural disasters like fire, earthquake and flood and/or accidents that hinder HCAB from fulfilling its tasks of notification and/or forces majeure that culminate in the loss of records and documents of HCAB.

**4.1.9.** HCAB agrees that, following such notifications specified under Clause 4.1.8., HAK evaluates its status, takes a new decision on its accreditation and/or require on-site assessment, where deemed necessary.

**4.1.10.** HCAB, whose accreditation has been partially or fully suspended for any reason, agrees that its accreditation shall be withdrawn/reduced by scope if the accreditation assessment is not completed within the maximum suspension time specified in the relevant HAK documents due to the reasons originated from HCAB.

**4.1.11.** HCAB notifies HAK in writing within 15 days about any changes in its shareholding and management and changes (quality management system, personnel, equipment etc.) that affect activities covered by the accreditation. Following such notification, HAK shall evaluate the status of HCAB and may decide, depending on the nature of the change, to make changes to its accreditation status or require on-site assessment.

**4.1.12.** Should HCAB fails to notify HAK about any changes in its legal status, addresses, shareholding and management within required time periods, suspension procedures (for related scopes) shall be commenced.

**4.1.13.** HCAB undertakes to submit the records of corrective actions taken for non-conformities identified by HAK within the time specified in the relevant HAK documents from the date of assessment. Where there are non-conformities identified by the assessment team that require on-site follow-up assessment, HCAB agrees to an on-site follow-up assessment to observe the corrective actions on site.

**4.1.14.** In addition to the accreditation conformity assessments and surveillances, HCAB undertakes to initiate corrective actions for communicated notices (complaints, correction, improvement etc.) and submit the records of such activities to HAK within the time specified in the relevant HAK documents and agrees to be assessed by HAK where deemed necessary.

**4.1.15.** HCAB shall be under obligation to take measures during the assessment for occupational safety and health for the assessment team tasked by HAK.


**4.1.16.** HCAB undertakes, during the accreditation assessment, to conduct at least one (1) certification audit as specified in the relevant HAK documents on the site under the supervision of HAK assessors/representatives. HCAB agrees to conduct the testing/inspection/calibration activities, if required by the assessment team, under the supervision of the HAK assessment team.

**4.1.17.** HCAB agrees to include in the contracts with its clients such clauses that will allow HAK, where necessary and applicable, to perform on-site visits to review the services provided by HCAB, and obtain necessary information on the audits conducted by HCAB.

**4.1.18.** HAK may conduct unscheduled assessment/visit on HCAB and HCAB's clients. HCAB agrees to accept such assessments and to collaborate with the assessment team formed for this purpose.

**4.1.19.** HCAB shall not use the accreditation in such a way to damage the reputation of the accreditation agency, namely HAK.

**4.1.20.** HCAB undertakes to follow up those legislation, standards and documents in Section 1 of this Contract as related to its field of activity; and implement the changes in the accreditation rules and requirements issued and stated by HAK via its website within the prescribed timeframe.

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**4.1.21.** HCAB undertakes to use the HAK Halal Accreditation Mark and Certificate within the related scope, only after the accreditation decision is taken.

**4.1.22.** HCAB shall not use the HAK Halal Accreditation Mark and Certificate for any department, affiliates or subsidiaries not in the scope of the accreditation certificate, or for conformity assessment subjects and activities not in the scope of the Certificate.

**4.1.23.** HCAB shall use the HAK Halal Accreditation Certificate and its scope together; they shall not be reproduced partially.

**4.1.24.** HCAB shall not transfer the use of the HAK Halal Accreditation Mark and Certificate to third parties that HCAB provide service.

**4.1.25.** HCAB shall comply with the terms of use and traceability rules of the HAK Halal Accreditation Mark. HCAB agrees to share with HAK the results of reports drawn up by the regulatory institutions for proficiency tests and inter-laboratory comparison schemes participated by CAB.

**4.1.26.** HCAB shall ensure that its clients do not use any logo/mark/name/symbol contrary to the Islamic values.

**4.1.27.** HCAB undertakes, where requested by HAK, to participate in the proficiency tests/inter-laboratory comparison schemes by SMIIC, ILAC or other schemes as designated by HAK.

**4.1.28.** HAK may, in addition to periodic assessments, initiate scheduled or unscheduled assessment on HCAB upon notification (complaint, notices etc.) communicated to HAK or information/news obtained by HAK. HCAB shall be under obligation to agree to such assessments. Where, as a result of such assessment, the complaint or notification relating to the body is confirmed, the expenses for such assessment shall be charged to the assessed body. Where no non-conformity identified, the assessment quote shall not be charged to the body concerned.

**4.1.29.** HCAB shall be under obligation to notify HAK of the meeting venue and dates of the impartiality committees or of any other committees assuming such function one (1) month in advance. HAK may dispatch, as it deems necessary, observers to such meetings.

**4.1.30.** As requested by HAK, HCAB shall give HAK the information concerning certification applications, audit schedules, audit team, examination scheme, personal and occupational records and information about examiners, certification activities, testing/calibration applications, information related to testing/calibration activities, audit reports, examination records, testing/calibration reports, charging basis and charges required for each job in relation to its conformity assessment activities.

**4.1.31.** As requested by HAK, HCAB undertakes to submit to HAK the information and records related to its accreditation (application) within the time notified.

**4.1.32.** HCAB undertakes to keep confidential the HAK's assessment reports, information and documents relating to the assessment team that are provided by HAK and not open to the public, and not disclose such information and documents to third parties without HAK's consent or otherwise than as required by law.

**4.1.33.** As requested by HAK, HCAB shall conduct additional on-site audits so as to evaluate its own audit teams' performance within the framework specified by HAK.

## **4.2. HAK's Obligations**

**4.2.1.** HAK shall review HCAB's quality system and conformity assessment activities through documentation review and assessments in accordance with the legislation, standards, and documents in Section 1 of this Contract; assess HCAB's compliance therewith and report; and issue an Accreditation Certificate indicating the approved accreditation scope in its annex to HCAB if the result is compliant.

**4.2.2.** As HAK makes a decision on the accreditation status of the HCAB out of objective evidence compiled through document review and any other similar procedures apart from HAK's regular assessment processes, HCAB shall be notified about the reasons of the decisions on a timely manner.


**4.2.3.** HAK shall publish the name, address, accreditation date and scope of the accredited HCABs on its official website in Turkish and English

**4.2.4.** HAK shall be under obligation to keep and ensure that its assessors and technical experts keep confidential all the information, papers and documents provided by HCAB in line with confidentiality and security rules.

**4.2.5.** HAK shall not disclose to third parties nor reproduce the information, papers and documents relating to HCAB without HCAB's consent except for legal requirements. HAK shall ensure that such materials are only available to the relevant unit, assessors and technical experts and the decision- makers.

**4.2.6.** HAK shall designate assessors and technical experts for the assessment in such a way to avoid a conflict/relation of interest with HCAB. HAK shall consider appeals from HCAB to this effect.

**4.2.7.** Following the decision taken by HAK General Secretariat that the HCAB can proceed to on-site assessment through document review, HAK shall notify HCAB of the assessment team no later than fifteen (15) days, should HCAB demands no pre-assessment.

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**4.2.8.** HAK undertakes not to change the assessment dates except for a valid reason (natural disasters like fire, earthquake and flood and/or accidents that hinder HCAB/HAK personnel from participating in the assessments and/or forces majeure that culminate in the loss of records and documents of HCAB and not under control of HCAB).

**4.2.9.** HAK shall announce to HCAB amendments to its accreditation rules and the transitional plans for such changes in time through its online tools like website and/or electronic mail etc.

## **5. RIGHTS**

### **5.1. HCAB's Rights**

**5.1.1.** HCAB shall be entitled to publish the accreditation with an indication of accreditation scope and use the HAK Halal Accreditation Mark according to the usage and traceability rules for general correspondence in its reports, certificates, stationary and advertising materials and computer software for commercial purposes. Related rules which bind HCAB are specified in the relevant implementation documents accessible by third parties and published at HAK's website.

**5.1.2.** HCAB shall be entitled to appeal to the assessment team and date proposed by HAK in writing, accompanied by objective evidence.

**5.1.3.** HCAB shall be entitled to apply for all kinds of complaints and appeals relating to accreditation in accordance with procedures set in HAK guides.

### **5.2. HAK's Rights**

**5.2.1.** HAK shall apply the relevant provisions of the legislation, national and international standards and documents in Section 1 of this Contract on all matters relating to the accreditation.

**5.2.2.** HAK shall be entitled, where necessary and applicable, to conduct interviews and evaluation with the clients of accredited bodies concerning the services received by making unscheduled visits.

**5.2.3.** HAK shall be entitled to have the applicant complete the missing items in the accreditation application that fail to meet the requirements specified in the relevant HAK documents in Section 1 of this Contract; close the application files if the missing items are not completed within the allowed time; reject the applications that are not compliant or are not in the areas/scopes covered by HAK's services.

**5.2.4.** Where HAK determines, during the accreditation process of HCAB (including application approval, document review, assessment, decision and post-decision processes), that HCAB fails partially or fully to fulfil the requirements of the legislation, standards and documents in Section 1 of this Contract, HAK shall be entitled to grant accreditation with scope narrower than applied for or recommended as a result of assessment or with modified scope; decide where necessary to conduct additional assessments; suspend or withdraw the previously granted scopes and such based on objective data or evidence obtained.

**5.2.5.** HAK assessment team shall be entitled to stop the assessment whenever it is concluded that the safety of assessment team is jeopardized during the assessment on account of HCAB's incomplete preparations and/or HCAB's deficiency, defect or negligence that would damage the efficiency of the assessment. HCAB agrees that in such case, all assessment charges and costs shall be paid by HCAB and the assessment shall be deemed to be concluded negatively.

**5.2.6.** HAK shall be entitled to stop its activities in a region, country, sector or accreditation area where circumstances occur which impair the confidence in that region, country, sector or accreditation area based on objective data or evidence obtained; and consequently suspend/withdraw the existing accreditations or reduce their scope.

## **6. CHARGES**


**6.1.1.** All fees chargeable for accreditation services shall be accrued by HAK at amounts and rates declared by HAK. The said charges shall be calculated for each and every HCAB as regards to their application scope and notified in writing.

**6.1.2.** HCAB shall be under obligation to pay all the travel, accommodation and other expenses of HAK assessment team (lead assessor, assessor, technical expert, technical assessor, junior assessor, Islamic affairs experts, observer).

**6.1.3.** Where HCAB withdraws the assessment or accreditation request after it has signed the proposal of assessment, HCAB shall be under obligation to pay all the travel, accommodation and other expenses incurred or committed by HAK or HAK assessment team, and half of the total charge quoted for the assessment.

**6.1.4.** Where, after the start, the assessment cannot be completed or is cancelled due to causes attributable to the body being assessed, save for forces majeure, the assessment shall be deemed complete, and the charges shall accrue for the entire assessment. In such case, HCAB shall be under obligation to pay all the travel, accommodation and other expenses incurred or committed by HAK or HAK assessment team as well as HAK's and HAK assessment team's losses stemming from this situation.

**6.1.5.** Where, after the start, the assessment cannot be completed or is postponed to a later date due to causes attributable to HAK assessment team, the remainder of the assessment may be completed on a future date if deemed appropriate. In such case, no additional charges shall accrue to HCAB.

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**6.1.6.** HCAB shall be under obligation to pay the fees charged by HAK (application, document review, assessment, assessor expenses, fee for use of HAK Halal Accreditation Mark etc.) to the bank accounts contracted by HAK. Where HCAB fails to pay the aforementioned charges within sixty (60) days following the invoice date, legal enforcement shall be initiated under the Law on Procedures for Collecting Public Claims. Even if the accreditation process for the body is completed in terms of technical proficiency and a decision is made, the accreditation certificate shall not be issued, nor accreditation status announced before the fees are paid.

**6.1.7.** HCAB must make the payment of the fee for use of HAK Halal Accreditation Mark and Halal Accreditation Certificate in accordance with the regulations governing the annual accreditation fee and fees for accreditation services for the relevant period. Where, despite necessary warnings, no payment is made, HCAB's accreditation shall be suspended. HCAB's accreditation shall be withdrawn if the necessary notification and payment are not made within the maximum suspension time specified in the relevant HAK documents.

**7. VALIDITY**

**7.1.** HCAB shall be under obligation to submit this Contract consist of 9 articles in two (2) copies when applying for accreditation to HAK. HAK shall sign the Contract and return a signed copy to HCAB. The Contract shall enter into force following the signing by both parties and be valid for all accreditation processes. The parties are agreed upon the whole of this Contract.

**7.2.** Where HCAB fails to fulfil its obligations under this Contract, HAK shall be entitled to conclude the application negatively and terminate the Contract if a decision of granting initial accreditation is not yet made. If such failure occurs after the grant of initial accreditation, HAK shall be entitled to suspend or withdraw or reduce the scope of the accreditation. In such cases HCAB must pay the costs accrued.

**7.3.** HCAB may abandon accreditation, request to terminate the contract with thirty (30) days of advance notice. In case of termination, HCAB must fulfil all of its financial obligations by the date of termination of the Contract.

**8. OTHER PROVISIONS**

**8.1.** Any abuse relating to the use of HAK Halal Accreditation Mark and/or Halal Accreditation Certificate shall be considered a violation of this Contract.

**8.2.** HAK shall be entitled to make amendments in this Contract (type contract). Where such an amendment is made, if HCAB fails to sign and deliver the new contract communicated by HAK within thirty (30) days following the communication, HAK's right to unilaterally terminate the existing contract and suspend/withdraw HCAB's accreditation is reserved.

**8.3.** Any transaction effected in electronic media owned by HAK through the username and password given to authorized persons notified by HCAB to HAK shall be binding on HCAB and have the same legal value as those transactions signed by hand or electronically.

**8.4.** Notices served to the registered electronic mail address notified by HCAB shall have the same legal value as those made to HCAB's main address.

**9. COMPETENT COURTS AND EXECUTION OFFICES FOR DISPUTES**

**9.1.** Disputes arising from this Contract and any additional protocols under this Contract shall be governed by the laws of the Republic of Turkey; and courts and execution offices of Ankara shall be competent.

**For Halal Accreditation Agency (HAK):**

**Secretary-General's Name and Signature:**

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 .....

Date: .....

**For Halal Conformity Assessment Body**

**(HCAB):**

**Authorized Person's Name and Signature:**

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 .....

Date: .....