

# REGISTERED CONSULTANT REGULATION

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Author(s)



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## 1. Introduction

This GMP+ Registered Consultants Regulation has been formed to thoroughly define the responsibilities and obligations of a GMP+ Registered Consultant. This Regulation, which is an update of the regulation of 2016, provides the terms & conditions for a consultant to be qualified and become GMP+ Registered Consultant. Benefits and support from GMP+ International for a GMP+ Registered Consultant are also included in this Regulation.

## 2. Definition of Terms

- 2.1 **Agreement:** the GMP+ Registered Consultant Agreement as (template) included in Annex II to this GMP+ Registered Consultant Regulation.
- 2.2 **Applicant:** a consultant who wishes to apply for acceptance as GMP+ Registered Consultant.
- 2.3 **Company/s:** a company in the feed supply chain which is or is interested to become a GMP+ FC participant.
- 2.4 **Consultancy Services:** the consultancy services provided by a GMP+ Registered Consultant to Companies in accordance with this Regulation and the Agreement.
- 2.5 **GMP+ Database:** a publicly accessible database administered and owned by GMP+ International which includes company details of GMP+ Registered Consultants and of Companies.
- 2.6 **GMP+ FC Scheme:** the GMP+ Feed Certification Scheme, an international certification scheme covering the whole animal feed chain developed and administered by GMP+ International, consisting of the GMP+ Feed Safety Assurance module and the GMP+ Feed Responsibility Assurance module, and set down in the basic documents (A documents), the normative standards and the associated appendices and, if applicable, country notes (B documents), as well as the rules of certification containing the requirements for certification and supervision (C documents), as published on GMP+ International's website <[www.gmpplus.org](http://www.gmpplus.org)>, and as amended from time to time.
- 2.7 **GMP+ Registered Consultant:** a consultant accepted and registered by GMP+ International which provides Consultancy Services to Companies in accordance with this Regulation and the Agreement.
- 2.8 **GMP+ Registered Consultant Logo:** the logo as included in Annex III.
- 2.9 **Regulation:** this GMP+ Registered Consultant Regulation.

## 3. Purpose

By providing the Consultancy Services to Companies, a GMP+ Registered Consultant can play an important role in supporting Companies in their preparation for application of a GMP+ FC certificate, as well as supporting Companies to maintain their GMP+ FC certificate.

- 3.1 A GMP+ Registered Consultant will directly offer the Consultancy Services to Companies.
- 3.2 By doing so, GMP+ International aims to:

- a. Increase participation of Companies in the GMP+ FC Scheme;
- b. Improve compliance by Companies with applicable requirements of feed safety assurance and feed responsibility assurance due to enhanced knowledge and understanding;
- c. Enhance measuring different needs of Companies and subsequently adapt its products and services accordingly.

3.3 A GMP+ Registered Consultants will benefit from:

- a. Enhanced credibility by acceptance as GMP+ Registered Consultant;
- b. Enhanced recognition within the market;
- c. Marketing mileage courtesy of GMP+ International;
- d. First-hand information directly from GMP+ International;
- e. Involvement in knowledge transfer;
- f. Use of GMP+ Registered Consultant Logo.

## 4. Qualifications and Requirement

A GMP+ Registered Consultant acts professionally and must demonstrably show to have sufficient knowledge of the GMP+ FC Scheme as well as the production process of his/her scope of business.

Within this GMP+ Registered Consultant Regulation, we distinguish the following scopes of business:

<b>GMP+ FSA:</b>	<b>GMP+ FRA:</b>
<ul style="list-style-type: none"> <li>a. Production of Feed Materials</li> <li>b. Production of Compound Feed and / or Premixtures</li> <li>c. Transport (Road, Railway, Inland Waterway)</li> <li>d. Trade &amp; Collection, Storage &amp; Transshipment</li> <li>e. Production of Pet food</li> <li>f. Production of Additives</li> </ul>	<ul style="list-style-type: none"> <li>a. Production of Responsible Feed Materials</li> <li>b. Trade of Responsible Feed Materials</li> <li>c. Production of Responsible Compound Feed</li> </ul>

A GMP+ Registered Consultant is also knowledgeable about local market conditions, business culture and language in their respective territory.

A GMP+ Registered Consultant must demonstrably comply with the following requirements and provide the following documents to GMP+ International:

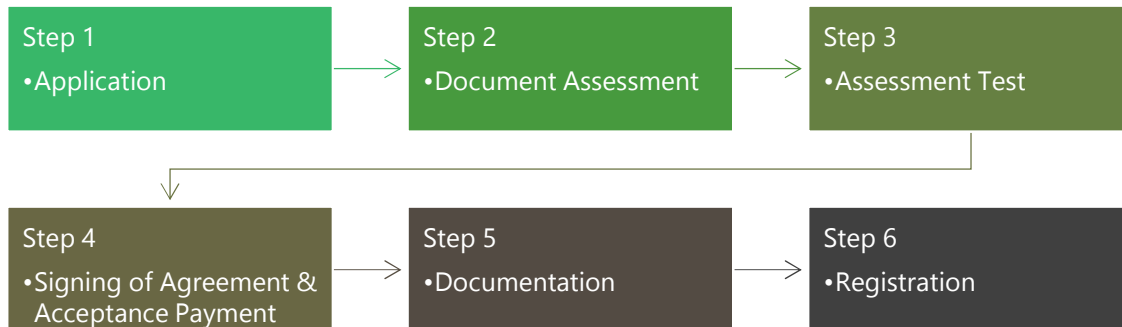
<b>Element</b>	<b>Requirement</b>
Consulting skills	Recommendation Letter from at least 3 Companies advised by the Applicant relevant to his/her field of expertise in the past 18 months prior to his application, who are or obtained a GMP+ FC

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Element	Requirement
	certificate for the scope/s that the Consultant apply for GMP+ accreditation as mentioned in the Application Form (Annex I).
Knowledge	<p>Proof of its knowledge and skills with respect to methods and techniques aimed at the assessment of feed safety / responsibility management systems and additional knowledge relevant for the registered scope of economic activities:</p> <ul style="list-style-type: none"> <li>• Prerequisite Programs for the registered scope of economic activities;</li> <li>• HACCP;</li> <li>• Food Safety Management Systems principles (ISO 9001/22000 or comparable);</li> <li>• The relevant standards of the GMP+ FC Scheme including this Regulation;</li> <li>• Product and production process characteristics;</li> <li>• Feed legislation related to feed safety.</li> </ul>
Passed Assessment Exam	60% Passing rate with GMP+ International Registered Consultant Assessment Exam.
Consultancy Experience	Proof of its experience in the feed / food sector with relevant position (for example quality assurance, production, consultancy on food/feed safety / responsibility management systems, laboratory).
Professional expertise	Proof that the Applicant is demonstrably working on its continuous professional development. The evidence provided must show how the Applicant keeps up to date with trends and developments in feed sector (legislation, food / feed safety management and risk assessment, GMP+ FC requirements, and relevant technical topics).
English language proficiency	Proof of its capability to speak and write English on a sufficient Business Level (English Proficiency)
Business License	Provide a valid / official business license or extract from the local Company Registry, Chamber of Commerce or similar other authority including company registration number.

All information provided by the Applicant to GMP+ International must be provided in the English language, or by means of certified English translations.

## 5. Acceptance Procedure



### 5.1 Application

The Applicant must complete the application form as further set out in Annex I, which can be found [in the website](http://www.gmpplus.org) of GMP+ International <[www.gmpplus.org](http://www.gmpplus.org)>.

The completed application form as well as all required additional information as set out in this Regulation, must be submitted to GMP+ International simultaneously.

### 5.2 Document Assessment

Based on the application, GMP+ International will:

- a. Verify the completeness of required documents and information;
- b. Carry out a compliance assessment;
- c. Carry out an interview with the Applicant, if necessary;
- d. Verify references of Companies, if necessary;
- e. At its own discretion decide whether the Applicant qualifies as GMP+ Registered Consultant.

### 5.3 Assessment Test

Applicant for Registered Consultant will receive a notification from GMP+ International if the consultant/s is/are qualified to take the assessment test.

Assessment Test guidelines will be found in Annex IV.

### 5.4 Registered Consultant Agreement & Acceptance Payment

If the document assessment is positive and with at least one (1) consultant successfully passed the assessment test, GMP+ International will provide the Applicant:

- a. an Agreement for signature (see Annex II);
- b. an invoice for the Acceptance fee set out in this Regulation.

**5.5 Documentation**

The Applicant must submit to GMP+ International the following documents via email or regular post:

- a. A copy of the Agreement signed by the Applicant’s legal representative as evidenced by the Applicant’s business license or extract from the company registry, chamber of commerce or similar authority;
- b. High resolution copy of the GMP+ Registered Consultant’s company logo;
- c. Proof of payment to GMP+ International of the application fee as further set out in this Regulation.

GMP+ International will return to the Applicant a copy of the Agreement signed by GMP+ International.

**5.6 Registration**

After receipt of all required documents and receipt of payment from the Applicant, GMP+ International will register the GMP+ Registered Consultant in the GMP+ Database.

Upon notice from GMP+ International, the GMP+ Registered Consultant may start using GMP+ Registered Consultant Logo and GMP+ documents to provide the Consultancy Services all in accordance with the terms and conditions set out in the Agreement and this Regulation.

**6. Fees**

The GMP+ Registered Consultant (Company) shall pay to GMP+ International the following fees, invoiced by GMP+ International:

Description	Fee (in euro)
Registration Application Fee (One-Time Payment)	€ 500
Annual Fee	€ 1000
Assessment Test Fee	€ 90

VAT excluded

In the event a GMP+ Registered Consultant fails to pay the fees as set out in this clause, GMP+ International shall be entitled to at its discretion immediately terminate the acceptance of the GMP+ Registered Consultant by termination of the Agreement.

Registration Fee shall only be paid one time. For renewal of contract, the company has to pay the annual fee only.

**7. Liability**

The GMP+ Registered Consultant provides the Consultancy Services for its own risk and account. GMP+ International shall not be liable for any claims resulting from the Consultancy Services provided by the GMP+ Registered Consultant.

**ANNEX I: APPLICATION FORM**

GMP+ REGISTERED CONSULTANT APPLICATION FORM			
COMPANY DETAILS:			
COMPANY NAME	<input style="width: 95%;" type="text"/>	WEBSITE	<input style="width: 95%;" type="text"/>
STREET + NUMBER	<input style="width: 95%;" type="text"/>	LEGAL REPRESENTATIVE	<input style="width: 95%;" type="text"/>
POSTAL CODE	<input style="width: 95%;" type="text"/>	DESIGNATION OF REPRESENTATIVE	<input style="width: 95%;" type="text"/>
CITY	<input style="width: 95%;" type="text"/>	COMPANY REGISTRATION NO.	<input style="width: 95%;" type="text"/>
COUNTRY	<input style="width: 95%;" type="text"/>	COUNTRY ACTIVE IN:	1
PHONE NUMBER	<input style="width: 95%;" type="text"/>		2
MOBILE NUMBER	<input style="width: 95%;" type="text"/>		3
CONSULTANT DETAILS:			
<b>ADD CONSULTANT</b>		<b>AREA OF EXPERTISE: SCOPE/S</b>	
SALUTATION	<input style="width: 95%;" type="text"/>	<input type="checkbox"/> <b>GMP+ FSA</b>	
FISRT NAME	<input style="width: 95%;" type="text"/>	<input type="checkbox"/> Production of Feed Materials	
LAST NAME	<input style="width: 95%;" type="text"/>	<input type="checkbox"/> Production of Compound Feed and / or Premixtures	
POSITION	<input style="width: 95%;" type="text"/>	<input type="checkbox"/> Transport (Road, Rail, Inland Waterway)	
EMAIL ADDRESS	<input style="width: 95%;" type="text"/>	<input type="checkbox"/> Trade and Collection, Storage and Transshipment	
		<input type="checkbox"/> Production of Pet food	
		<input type="checkbox"/> Production of Additives	
		<input type="checkbox"/> <b>GMP+ FRA</b>	
		<input type="checkbox"/> Production of Responsible Feed Materials	
		<input type="checkbox"/> Trade of Responsible Feed Materials	
		<input type="checkbox"/> Production of Responsible Compound Feed	
<b>ADD MORE CONSULTANT:</b>			



**ANNEX II: GMP+ REGISTERED CONSULTANT AGREEMENT**

**The undersigned:**

The Dutch law limited liability company **GMP+ International BV**, with its registered office at **Braillelaan 9 in (2289 CL) Rijswijk The Netherlands**, registered at the Trade Register of the Dutch Chamber of Commerce under number **27364542**,

(hereinafter: "**GMP+ International**"), and

\_\_\_\_\_ with its registered office At  
(Company Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Company Full Address)  
Registered at the Trade Register of \_\_\_\_\_  
(Country)  
with registered number \_\_\_\_\_. Hereby represented by  
its \_\_\_\_\_ , \_\_\_\_\_  
(Designation) (Full Name of Legal Representative)

(hereinafter: "**GMP+ Registered Consultant**"),  
(hereinafter jointly "**the Parties**")

**Whereas:**

1. GMP+ International is the owner of the GMP+ Feed Certification Scheme, an international feed safety & responsibility certification scheme covering the whole animal feed chain.
2. The GMP+ FC Scheme consists of the GMP+ Feed Safety Assurance (GMP+ FSA) Module for assurance of feed safety and the GMP+ Feed Responsibility Assurance (GMP+ FRA) Module for the assurance of feed responsibility;
3. The GMP+ Feed Safety Assurance (GMP+ FSA) Module integrates variety of feed safety requirements, such as requirements for the quality management system, HACCP, product standards, traceability, monitoring, prerequisites programs, chain approach and the Early Warning System (EWS);

4. The GMP+ Feed Responsibility Assurance (GMP+ FRA) Module incorporates requirements for production and trade of animal feed products with respect for human, animals and the environment according specified standards;
5. GMP+ International holds the rights to the GMP+ FSA and GMP+ FRA Logos as well as of the GMP+ Registered Consultant Logo;
6. The audits and certification of companies in the feed supply chain for the GMP+ FC Scheme are performed by GMP+ International accepted Certification Bodies (CB) (see [www.gmpplus.org](http://www.gmpplus.org): **Certification Bodies**)
7. Consultants can play an important role in supporting companies which are or wish to become a GMP+ FC participant.
8. For GMP+ International, qualified consultants can play an important role for business development, knowledge transfer about feed safety management and a source of information for improvement of its products and services according companies in the supply chain.
9. For a consultant can it be beneficial to be registered by and linked to GMP+ International because it gives a preferred position in the market, supported and promoted by GMP+ International.

### **Parties herein agreed the following:**

#### **1. Definitions**

In this Agreement the following definitions shall be defined to ensure understanding of both parties:

- 1.1 **Agreement:** this GMP+ Registered Consultant Agreement.
- 1.2 **Company/s:** a company which is or is interested to become a GMP+ FC participant.
- 1.3 **Consultancy Services:** the consultancy services provided by the GMP+ Registered Consultant to Companies in accordance with the Regulation and this Agreement.
- 1.4 **GMP+ Database:** a publicly accessible database administered and owned by GMP+ International which includes company details of the GMP+ Registered Consultants;
- 1.5 **GMP+ FC Scheme:** GMP+ Feed Certification Scheme, an international certification scheme covering the whole animal feed chain developed and administered by GMP+ International, consisting of the GMP+ Feed Safety Assurance module and the GMP+ Feed Responsibility Assurance module, and set down in the basic documents (A documents), the normative standards and the associated appendices and, if applicable, country notes (B documents), as well as the rules of certification containing the requirements for certification and supervision (C documents) as published on GMP+ International's website <[www.gmpplus.org](http://www.gmpplus.org)>, and as amended from time to time.
- 1.6 **GMP+ Registered Consultant:** a consultant accredited by GMP+ International which provides Consultancy Services to Companies in accordance with this Agreement and the GMP+ Registered Consultant Regulation;
- 1.7 **GMP+ Registered Consultant Logo:** the logo in Annex II of this Agreement.

1.8 **Regulation:** the GMP+ Registered Consultant Regulation of GMP+ International, as published on GMP+ International's website <[www.gmpplus.org](http://www.gmpplus.org)>, and as amended from time to time.

### 2. Scope of Registration

GMP+ International registers the name/s and scope/s of expertise of the qualified representative/s of the GMP+ Registered Consultant as mentioned in Annex I of this Agreement.

### 3. Obligations

- 3.1 Subject to the terms and conditions of this Agreement and the Regulation, the GMP+ Registered Consultant will offer the Consultancy Services directly to Companies.
- 3.2 The GMP+ Registered Consultant shall at all time act in conformity with the requirements of the GMP+ FC Scheme, which forms an integral part of this Agreement. Any amendments to the GMP+ FC scheme shall be notified to the GMP+ Registered Consultant by means of a digital newsletter from GMP+ International.
- 3.3 The GMP+ Registered Consultant shall perform the Consultancy Services with all due care, professional skill and ability, and integrity.
- 3.4 In the performance of the Consultancy Services, the GMP+ Registered Consultant shall act with due observance of all applicable laws and regulations and will:
  - 3.4.1 be responsible for the business and legislative implications of its advice;
  - 3.4.2 not undertake any assignment or respond to any queries of Companies which is beyond its capabilities;
  - 3.4.3 not at any time claim to speak for and or on behalf of GMP+ International;
  - 3.4.4 not enter into any agreement which may affect, either directly or indirectly, impartiality of advice or assistance provided;
  - 3.4.5 not resell or provide to any third party any material provided by GMP+ International unless prior written approval from GMP+ International is obtained.
- 3.5 During the term of this Agreement, the GMP+ Registered Consultant shall:
  - 3.5.1 Oblige to participate in the annual harmonization meeting GMP+ International will set for all GMP+ Registered Consultants worldwide.
  - 3.5.2 Keep proper records of its Consultancy Services including the names of Companies it has provided its Consultancy Services to and is obliged to have these records readily available for inspection upon request of GMP+ International;
  - 3.5.3 Inform GMP+ International when its registration or company details have been changed or are not valid anymore;
  - 3.5.4 Participate in GMP+ International organized events and training related to GMP+ Registered Consultant activities;

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- 3.5.5 Contribute to consultations about draft (generic) risk assessments of feed materials and other services;
  - 3.5.6 Actively respond to GMP+ International's public consultations about proposals for adjustments of the GMP+ FC Scheme;
  - 3.5.7 Inform GMP+ International regularly and actively on:
    - 3.5.7.1.1 Consultancy Services and activities performed and its achievements;
    - 3.5.7.1.2 relevant developments in their region including feedback on the GMP+ FC Scheme;
    - 3.5.7.1.3 trends in the market referring to its consulting activities;
    - 3.5.7.1.4 recommendations on improvement of communication, the portal and other tools provided by GMP+ International;
    - 3.5.7.1.5 suggestions for suitable publications, events and other promotional opportunities.
    - 3.5.7.1.6 provide feed-back to GMP+ International regarding product improvements and development of their local market needs;
    - 3.5.7.1.7 collaborate with GMP+ International in organizing events such as workshops, seminars, webinars, and other related initiatives;
- 3.6 During the term of this Agreement, GMP+ International shall:
- 3.6.1 grant the GMP+ Registered Consultant a license as set out in clause 4 of this Agreement
  - 3.6.2 grant the GMP+ Registered Consultant access to GMP+ Generic Risk Assessments Feed Materials, GMP+ Factsheets and other non-restricted documents free of charge;
  - 3.6.3 send the GMP+ Registered Consultant Early Warning System (EWS) messages;
  - 3.6.4 upon request, provide to the GMP+ Registered Consultant GMP+ presentations for marketing purposes;
  - 3.6.5 share relevant knowledge on the GMP+ FC Scheme with the GMP+ Registered Consultant to facilitate their work;
  - 3.6.6 promote the GMP+ Registered Consultants through newsletters and its website;
  - 3.6.7 involve GMP+ Registered Consultants in consultation procedures for the improvement of products and services;
  - 3.6.8 involve GMP+ Registered Consultants during workshops, seminars and promotional activities organized in the region where the consultant operates.
- 3.7 GMP+ International shall publish the following information of the GMP+ Registered Consultant and related company in GMP+ Database:
- 3.7.1 the name, company logo, address and the registered office (including the official registration number in Chamber of Commerce or similar formal business registration) of the GMP+ Registered Consultant;
  - 3.7.2 contact details (telephone number and e-mail address);
  - 3.7.3 the scope for which the consultant has been registered;

3.8 GMP+ International shall be entitled to perform customer satisfaction surveys regarding the performance of the GMP+ Registered Consultant.

### 4 Grant of License

4.1 Subject to the terms and conditions set out in this Agreement, GMP+ International hereby grants to the GMP+ Registered Consultant, during the term of this Agreement a non-exclusive non-transferable license to use GMP+ FC Scheme documents and GMP+ Registered Consultant Logo for the performance of the Consulting Services. The GMP+ Registered Consultant shall not grant any sub-licenses.

4.2 The GMP+ Registered Consultant is not permitted to publish or modify or alter GMP+ FC Scheme and or GMP+ Registered Consultant Logo and or shall not use the GMP+ Registered Consultant Logo as part of a new logo.

4.3 The GMP+ Registered Consultant shall:

4.3.1 not register, in whole or in part, the GMP+ Registered Consultant Logo or any alteration thereof;

4.3.2 not use the GMP+ Registered Consultant Logo as part of a company name, trade name, product name, or service name

4.4 GMP+ Registered Consultant shall only use the GMP+ FC Scheme and GMP+ Registered Consultant Logo as set out in the *GMP+ Registered Consultant Regulation* and in this Agreement.

4.5 The GMP+ Registered Consultant is entitled to use the GMP+ Registered Consultant Logo as follows:

4.5.1 On or near to the office building of the GMP+ Registered Consultant;

4.5.2 On documents issued by the GMP+ Registered Consultant to promote the Consultancy Services;

4.5.3 On the website of the GMP+ Registered Consultant;

4.5.4 During events organized/visited by the GMP+ Registered Consultant to promote the Consultancy Services.

4.6 The GMP+ Registered Consultant is obliged to immediately report to GMP+ International any misuse or infringement of the GMP+ Registered Consultant Logo and of GMP+ FSA or GMP+ FRA Logo as soon as it becomes aware of such misuse or infringement.

4.7 Without prejudice to the authority of GMP+ International, if so authorized by GMP+ International in writing, the GMP+ Registered Consultant may bring a claim against any person or entity which unlawfully uses the GMP+ Registered Consultant Logo.

4.8 The GMP+ Registered Consultant shall be fully liable towards GMP+ International for any unlawful use of the GMP+ Registered Consultant Logo.

## 5 Confidentiality

- 5.1 The GMP+ Registered Consultant shall not disclose to third parties any GMP+ FC Scheme documents, or use it for any purpose other than as described herein, unless GMP+ International agrees otherwise prior to disclosure in writing.
- 5.2 The GMP+ Registered Consultant shall inform all its employees about the obligations arising under clause 5.1 of this Agreement.
- 5.3 With exception of the cases of authorization mentioned in the Regulation, GMP+ International shall not disclose to third parties any (reported) information of the GMP+ Registered Consultant and will not use it for any purpose other than as described herein, unless the GMP+ Registered Consultant agrees otherwise prior to disclosure in writing.
- 5.4 The obligations arising from clause 5.1 of this Agreement shall not apply to any GMP+ Document of which the contents are publicly known and published on the GMP+ International website.
- 5.5 Upon termination of this Agreement, the GMP+ Registered Consultant shall immediately return to GMP+ International: (i) all items and goods, and (ii) all correspondence, drawings, documents, computerized data and other papers and all other property belonging to GMP+ International, which are in the GMP+ Registered Consultant's possession or under his control.
- 5.6 The GMP+ Registered Consultant shall not share with any third party its login user name and password for access to GMP+ Generic Risk Assessments Feed Materials and GMP+ Factsheets.

## 6 Fees

- 6.1 GMP+ Registered Consultant shall pay to GMP+ International the fees as set out in the Regulation. Any local and/or other taxes, governmental fees or dues, if applicable, shall be borne by GMP+ Registered Consultant.
- 6.2 GMP+ International shall annually send an invoice to the GMP+ Registered Consultant for the annual fee as set out in the Regulation. The GMP+ Registered Consultant shall pay the invoice within 30 days of the date of the invoice.
- 6.3 GMP+ International reserves the right to unilaterally adjust the fees mentioned in the Regulation.

## 7 GMP+ Database

- 7.1 The GMP+ Registered Consultant hereby agrees that its company details, including but not limited to the name and address of its registered office and registered scopes, will be registered in the GMP+ Database.
- 7.2 The GMP+ Registered Consultant is responsible to provide correct and legal information of its company including its company logo to GMP+ International, which will be included in GMP+ Database.
- 7.3 In terms of changes to company logo, company details and or its company name, GMP+ Registered Consultant is obliged to notify GMP+ International in writing one month prior effectivity of changes.

## 8 Duration and Termination

- 8.1 This Agreement will enter into force on the date of signature by the Parties for a period of three (3) years. At least six months prior to the expiry of each term, Parties will discuss and agree to renewal of a new three (3) year term. If parties agree to renewal, a new contract will be signed.
- 8.2 In the event of non-renewal, GMP+ International shall be entitled to publicly disclose the non-renewal of the GMP+ Registered Consultant.
- 8.3 GMP+ International is entitled to terminate this Agreement with immediate effect by written notice to GMP+ Registered Consultant if the GMP+ Registered Consultant does not or not fully perform its obligations set forth in the GMP+ FC Scheme and this Agreement, without any compensation for the GMP+ Registered Consultant due.
- 8.4 This Agreement may be terminated by either Party with thirty (30) days' notice period in the event:
- 8.4.1 an encumbrance takes possession or a receiver is appointed over any of the property or assets of that other Party;
  - 8.4.2 that other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
  - 8.4.3 that other Party goes into liquidation or is declared bankrupt;
  - 8.4.4 anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified in this clauses of this Agreement; or
  - 8.4.5 that other Party ceases, or threatens to cease, to carry on business.
- 8.5 On termination, the GMP+ Registered Consultant shall immediately cease all use of the GMP+ FC Scheme documents and GMP+ Registered Consultant Logo. Termination shall not relieve either Party from any liability arising from any breach of the Agreement. GMP+ shall be not liable to the GMP+ Registered Consultant for any damages as a result of terminating the Agreement in accordance with its terms
- 8.6 Upon termination or expiration of the Agreement, the terms and conditions that intend to survive the termination or expiration of the Agreement will remain in force. Such terms and conditions include, without limitation, clauses 5, 6, 7, 8, 9, 10 and 11 of this Agreement.

## 9 Liability

- 9.1 The GMP+ Registered Consultant shall be liable for and shall indemnify and hold harmless GMP+ International from all losses, costs, damages and expenses of any kind arising out of any claim in connection with this Agreement or the consulting services, including, but not limited to claims from Companies, and claims from third parties in regard to damages in relation to the consulting services, unless such damage is a result of a violation by GMP+ International of its obligations under this Agreement provided that such violation by GMP+ International was not due to insufficient or incorrect information provided to GMP+ International by the GMP+ Registered Consultant.

- 9.2 Notwithstanding clause 7.1, GMP+ International is not liable towards the GMP+ Registered Consultant unless the GMP+ Registered Consultant proves the intent or gross negligence of GMP+ International.
- 9.3 The liability of parties towards each other in connection with performance of this Agreement and this clause 7 is at all times limited to € 250,000 per claim, and to a total amount of € 1,000,000 per calendar year.

### **10 Miscellaneous**

- 10.1 This Agreement constitutes the complete and full agreement between the Parties. Any modifications of or amendments to this Agreement must be made in writing and signed by both Parties in legally binding way in order to be valid.
- 10.2 The GMP+ Registered Consultant is not allowed to transfer any of its rights and or obligations pursuant to this Agreement to a third party.
- 10.3 Any invalidity of individual provisions of this Agreement shall not affect the validity of the remaining provisions of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law. Any provisions found to be invalid or unenforceable shall be substituted by such other provisions coming, in a legally permissible way, as close as possible to the economic meaning and intention of such invalid provision.
- 10.4 The GMP+ Registered Consultant shall take out a third-party liability insurance, with coverage customary for companies carrying out the same type of business as the GMP+ Registered Consultant and of the same size as the GMP+ Registered Consultant, for the benefit of the GMP+ Registered Consultant and GMP+ International. The premium for this insurance shall be paid by the GMP+ Registered Consultant. The GMP+ Registered Consultant shall provide GMP+ International evidence of such insurance policy upon first request by GMP+ International.

### **11 Applicable law and disputes**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.
- 11.2 All disputes arising in connection with the Agreement, or further contracts resulting therefrom, shall be heard by the District Court of The Hague (the Netherlands), having exclusive jurisdiction.



## GMP+ REGISTERED CONSULTANT REGULATION

IN WITNESS WHEREOF, the parties here to have signed this Agreement:

By:

**GMP+ International B.V.**

\_\_\_\_\_  
(Name of Company)

JOHAN DEN HARTOG

\_\_\_\_\_  
(Legal Representative)

Managing Director

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Rijswijk, The Netherlands

(Place)

\_\_\_\_\_  
(Place)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Annexes to this Agreement:

- I. List of qualified consultant/s and Area of Expertise
- II. GMP+ Registered Consultant Logo
- III. Accepted Registered Consultant Logo

ANNEX III: LOGO GMP+ REGISTERED CONSULTANT



## ANNEX IV: REGISTERED CONSULTANT ASSESSMENT EXAM GUIDELINES

### What is Assessment Exam

Assessment Exam is given to Representative/s of a company that applies to become a GMP+ Registered Consultant. The result of the assessment exam is the is the major qualifying requirement to be granted a contract as accepted Registered Consultant.

### Assessment Exam Schedule

Please refer to Exam announcement in GMP+ International website.

### Important

- The company should registered its representative/s that will take the assessment exam at least two (2) weeks prior to the chosen exam date.
- Each representative should settle assessment exam payment amounting €90 per representative prior taking the exam:

#### Bank details

Company: GMP+ International B.V

Bank code: RABO

Account number: 1548.28.173

BIC: RABONL2U

IBAN: NL53RABO0154828173

- The participant should bring proof of payment during the exam day, no proof-no exam
- During the examination, the participant/s should get at least 60% score out of 100% in order to be qualified as registered consultant
- The applicant will receive a notification from GMP+ International maximum 2 weeks after the examination date.
- Only application with passed representative can be qualified and will be granted a contract for accreditation.

**GMP+ International**

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The Netherlands

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Disclaimer:

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