



Framework

# F0.1 - Rights and Obligations

Version EN: 1 January 2023



## Index

<b>1. INTRODUCTION</b>	<b>3</b>
<b>2. RIGHTS AND OBLIGATIONS OF GMP+ INTERNATIONAL</b>	<b>4</b>
<b>3. RIGHTS AND OBLIGATIONS OF CERTIFICATION BODIES AND CRITICAL LOCATIONS</b>	<b>6</b>
<b>4. RIGHTS AND OBLIGATIONS OF COMPANIES</b>	<b>7</b>
<b>5. USE OF GMP+ FC LOGO'S / TRADEMARKS</b>	<b>10</b>

# 1. Introduction

In managing and participating in the GMP+ Feed Certificate scheme several parties are involved. This document describes the rights and obligations for several parties. Besides these, other topics related to the functioning of the GMP+ Feed Certification scheme are addressed. Many stipulations in this document are more specified or made explicit in other scheme documents. For definitions GMP+ International B.V. refers to F0.2 *Definition list*.

## 2. Rights and obligations of GMP+ International

GMP+ International B.V. (GMP+ International) manages the GMP+ Feed Certification (GMP+ FC) scheme. As such, GMP+ International has a number of rights and obligations:

### 2.1

GMP+ International develops and maintains all scheme documents. Scheme documents are published on the website of GMP+ International. GMP+ International notifies Certification Bodies, GMP+ Certified Companies and other Interested Parties about changes in scheme documents via newsletters and on the [website](#).

### 2.2

GMP+ International develops and maintains all IT-Tooling relevant for the GMP+ Feed Certification scheme.

### 2.3

GMP+ International is responsible to establish, amend and operate a procedure for acceptance of Certification Bodies for GMP+ certification.

### 2.4

GMP+ International is entitled to:

- a. Maintain a publicly available register with necessary information as stated in Appendix 7 of the CR1.0 *Acceptation requirements*, about Certified Companies, Certification Bodies and Critical Location in the GMP+ Company Database.
- b. Publish the suspension and withdrawal of a GMP+ certificate, decided by the Certification Body.
- c. Publish the suspension and withdrawal of an accepted Certification Body.
- d. To report a breach of the statutory requirements based on audits and EWS notifications to the concerned Certification Body as well as to competent authorities.
- e. To implement additional requirements for Certification Bodies and/or GMP+ certified companies by way of an executive decree.
- f. To give a Certification Body a binding instruction with regard to all requirements as stated in the GMP+ Feed Certification scheme. The Certification Body is obliged to comply with the binding instruction within the given time frame given by GMP+ International. Deviation from the given time frame is only possible after consultation with GMP+ International giving substantial reasoning and its approval.
- g. To provide and withdraw full or partial exemption from the requirements of the GMP+ Feed Certification scheme.

### 2.5

GMP+ International publishes the tariffs, applicable to Certification Bodies and GMP+ Certified Companies of the GMP+ Feed Certification scheme at the latest one month before the start of each calendar year.

2.6

GMP+ International must only be liable for damages incurred by a GMP+ certified company and/or Certification Body in case such damages are a direct result of neglect, intent and/or a violation by GMP+ International of its obligations under the GMP+ Feed Certification scheme, provided that such violation by GMP+ International was not due to insufficient or incorrect information provided to GMP+ International by the GMP+ certified company and/or Certification Body. In any case the liability of GMP+ International must be limited to EUR 250,000 per claim with a maximum of EUR 1,000,000 per calendar year.

2.7

GMP+ International is entitled, once a company is excluded from participation in the GMP+ Feed Certification scheme in accordance with [article 4.10](#), to expand this exclusion to any other person, business or legal entity related to the excluded company, such as, but not limited to:

- a. A legal entity exercising decisive control in any way, whether directly or otherwise, on the excluded company, currently or has done so during the period of certification, or
- b. A natural person exercising decisive control in any way, whether directly or otherwise, on the excluded company or the entity as mentioned under a above, currently or during the period of certification, or
- c. any other member or affiliate of a group that the excluded company forms part of.

2.8

GMP+ International is entitled to exclude a former certified company/natural person for a longer period of time than mentioned in [article 4.10](#) of this document, if previous non-conformities show that former Certified Company/natural person is not quality-minded or credible.

2.9

Any dispute between a GMP+ Certified Company, or a former certified company, as the case may be, and GMP+ International arising out or in connection with the GMP+ Feed Certification scheme must be settled in accordance with F0.5 *Dispute Procedure*.

### 3. Rights and Obligations of Certification Bodies and critical locations

#### 3.1

The Certification Body, accepted by GMP+ International to perform GMP+ Feed Certification scheme audits and issue GMP+ certificates, must be a legal entity, or a defined part of a legal entity that can be held legally responsible for all its certification activities. A governmental Certification Body is deemed to be a legal entity on the basis of its governmental status.

#### 3.2

The Certification Body and its critical location(s) are obliged to comply with the requirements as mentioned in the GMP+ Feed Certification scheme and the CR1.0 *Acceptation requirements*.

#### 3.3

A Certification Body, after its certification decision, is entitled to:

- a. Issue a GMP+ certificate to a company, provided that the company complies with all relevant requirements of the GMP+ Feed Certification scheme.
- b. Suspend or withdraw a GMP+ certificate of a certified company, if the certified company, does not comply with the requirements of the GMP+ Feed Certification scheme.

#### 3.4

The Certification Body or its critical location is obliged to keep the GMP+ Company Database up to date.

#### 3.5

The Certification Body or its Critical Location must comply, within a period as determined by GMP+ International, with:

- a. Additional requirements,
- b. Amendments to the GMP+ Feed Certification scheme.

#### 3.6

Certification Bodies are obliged to pay the applicable fees as published by GMP+ International. The Certification Bodies involved are responsible for paying the annual fees for its critical locations.

## 4. Rights and Obligations of companies

### 4.1

A company must be a legal entity and must have a legal business registration at the competent authority in the country in which it is based.

### 4.2

A company that wishes to be GMP+ certified, must submit an application for GMP+ certification to an accepted Certification Body. The company must comply with all requirements and obligations set out in the valid version of the GMP+ Feed Certification scheme and the certification agreement with the Certification Body. After successfully completing the initial audit, the certification procedure and all other obligations, the Certification Body can after a positive certification decision issue a GMP+ certificate to a company.

### 4.3

In the event of amendments of the GMP+ Feed Certification scheme, the GMP+ Certified Company must comply with the amended requirements and/or temporary additional requirements within a period as determined and published by GMP+ International.

### 4.4

A Business location(s) of a GMP+ certified company distinguishable by location or function where GMP+ activities are carried out, must become certified under a scope of the GMP+ Feed Certification scheme.

If at a Business Location of a GMP+ certified company other non-certified companies carry out activities that fall under the scope(s) of the GMP+ FC scheme, each of them must be GMP+ certified, or certified by another scheme which is accepted within the GMP+ FC scheme. See for acceptance of other schemes TS1.2 *Purchase*.

### 4.5

The GMP+ certified company is obliged to inform its Certification Body within 48 hours about changes in feed activities, covered by a scope of the GMP+ Feed Certification scheme, the organization or the context in which the management system is operating.

### 4.6

In case:

- a. The acceptance of the Certification Body, by which the GMP+ certified company was certified, is withdrawn by GMP+ International, or,
- b. The Certification Body terminates the GMP+ Feed Certification scheme License Agreement with GMP+ International, or,
- c. The Certification Body terminates the certification agreement with the GMP+ certified company,

the GMP+ Certified Company must conclude a new certification agreement with another Certification Body before the effective date of the withdrawal or termination for continuation of GMP+ certification.

#### 4.7

By entering into a certification agreement, the GMP+ certified company allows:

- a. The competent authorities to inform GMP+ International about noticed non-compliance regarding legal requirements related to feed safety aspects; and
- b. GMP+ International to inform the competent authorities about noticed non-compliance regarding legal requirements related to feed safety aspects.

#### 4.8

GMP+ International has agreed on mutual recognition with several other feed safety schemes. In these bilateral agreements is - among others - stipulated that other schemes can request to conduct together with GMP+ International an audit at a GMP+ certified company when there are concerns about compliance with the feed safety standards. The GMP+ certified company is obliged to cooperate with such an audit.

#### 4.9

In a situation where a GMP+ certified company is confronted with an extraordinary event the GMP+ certified company is obliged to inform the Certification Body and/or its Critical location.

Examples of extraordinary events may exist of but are not limited to:

- a. The GMP+ certified company does not exist anymore because it is destroyed by terrorist acts or acts of war or is taken over by soldiers or rebels;
- b. The GMP+ certified company is closed by the head office because the region in which it is based is not safe;
- c. The GMP+ certified company cannot be audited because the region is not safe to be visited by auditors from the Certification Body and/or its Critical location.

#### 4.10

A GMP+ certified company/natural person (see article 2.8) will be excluded for a least 12 months from re-applying for participation in the GMP+ Feed Certification scheme if:

- a. its GMP+ certificate is withdrawn by the Certification Body because of noncompliance (see article 5.3 of the *CR2.0 Assessment and Certification*).
- b. A certificate is withdrawn by the Certification Body of other certification schemes which GMP+ International considers as equivalent.

#### 4.11

A GMP+ certified company is not allowed to source products or services as gatekeeper from a supplier if:

- a. this supplier is excluded from participation because of suspension or withdrawal of the GMP+ certificate,
- b. the certificate of this supplier is withdrawn by the Certification Body of other certification schemes which GMP+ International considers as equivalent.



4.12

During the validity of a GMP+ certificate, a GMP+ certified company is entitled to transfer to another Certification Body.

4.13

Any dispute between a GMP+ certified company and a Certification Body as well as between a GMP+ certified company and GMP+ International arising out or in connection with the GMP+ Feed Certification scheme must be handled in accordance with F0.5 *Dispute Procedure*.

## 5. Use of GMP+ FC Logo's / Trademarks

### 5.1

GMP+ International exclusively grants the accepted certification bodies and GMP+ certified companies (defined as "Users" for the purposes of this chapter 5) the right to use the logo's and/or trademarks of GMP+ International. GMP+ International is entitled to withdraw this right at any moment. GMP+ International may, at its discretion, ask the user to remove logo's and/or trademarks.

### 5.2

The use or display of the GMP+ Feed Safety Assurance module (GMP+ FSA) and/or GMP+ Feed Responsibility Assurance module (GMP+ FRA) Logo does not constitute proof that the company is certified. A GMP+ FSA and/or GMP+ FRA logo is only valid if the company concerned is listed as certified in the [GMP+ Company Database](#) on the GMP+ website.

### 5.3

The Logo's and/or Trademarks must, in terms of design and colors, be equal to the original provided by GMP+ International. GMP+ International is offering the GMP+ FSA and GMP+ FRA Logo's also in black and white. Each of the Users is only entitled to display the Logo's and/or Trademarks as follows:

- a. On or near its Business Location or transport vehicle;
- b. On its documents, but only in case the delivered products or services are produced under the scope of a GMP+ certificate;
- c. On its website;
- d. It is not allowed to use the GMP+ FSA Logo on or nearby GMP+ certified (produced) products;
- e. It is allowed to use the GMP+ FRA logo on or nearby the GMP+ certified (produced) products;
- f. Companies that have a temporary acceptance are not allowed to make any use of the GMP+ Logo's and/or Trademarks.

<i>Guidance</i>		
<b>GMP+ FSA Logo</b>	<b>Allowed on</b>	<b>NOT allowed on</b>
<i>Label</i>		X
<i>Packaging (for example bags/big bags, bulk packaging, pallets).</i>		X
<i>Transport document (not attached to the product or packaging)</i>	✓	
<i>Invoice (not attached to the product or packaging)</i>	✓	
<i>Specification sheet (not attached to the product or packaging)</i>	✓	
<i>Brochures, advertisement (not attached to the product or packaging)</i>	✓	

5.4

Any GMP+ certified company becoming aware of any misuse of the Logo's and/or Trademarks must immediately report such misuse to GMP+ International. Without prejudice to the authority of GMP+ International, each Certification Body is jointly with GMP+ International authorized to bring a claim against any person or entity misusing the Logo's and/or Trademark.

5.5

Users are not allowed to:

- a. create or use a Logo with references to the Logo's and/or Trademarks of GMP+ International;
- b. register, in whole or in parts, the Logo's and/or Trademarks or any alteration thereof;
- c. use the Logo's and/or Trademarks as and/or as part of a company name, trade name, product name or service name.

Any User acting in violation of this article must be liable towards GMP+ International for any and all damages and costs incurred.

We enable every company in the  
feed chain to take responsibility for  
safe and sustainable feed.

**GMP+ International**

Braillelaan 9

2289 CL Rijswijk

The Netherlands

t. +31 (0)70 – 307 41 20 (Office)

+31 (0)70 – 307 41 44 (Help Desk)

e. [info@gmpplus.org](mailto:info@gmpplus.org)

Disclaimer:

This publication was established for the purpose of providing information to interested parties with respect to GMP+-standards. The publication will be updated regularly. GMP+ International B.V. is not liable for any inaccuracies in this publication.

© GMP+ International B.V.

All rights reserved. The information in this publication may be consulted on the screen, downloaded and printed as long as this is done for your own, non-commercial use. For other desired uses, prior written permission should be obtained from the GMP+ International B.V.