

Accreditation Body Cooperation Agreement

The Foundation FSSC, having its registered office in Gorinchem, Stephensonweg 14, 4207 HB, the Netherlands, registered with the Dutch Chamber of Commerce under the number 64112403, in its capacity as owner of the FSSC 22000 certification Scheme (“the Scheme”), hereby legally represented by its Board member Cornelia Glerum, hereinafter referred to as “the Foundation”,

and

Servicio de Acreditación Ecuatoriano SAE, having its registered office at Av. Amazonas N38-42 and Juan José de Villalengua, registered with the Ecuadorian Quality System Law according to the Official Registry Supplement No. 26, dated Feb 22, 2007] at Ecuador] under number 1768141520001, in its capacity as user of the Scheme and legally represented by Carlos Martín Echeverría Cueva, Executive Director, hereinafter referred to as “the AB”,

considering that:

- a) the aim of the Scheme is to establish and maintain certification and accreditation requirements applicable to organizations in the food supply chain in order to assure that audited food safety and/or quality management systems meet the Scheme requirements;
- b) in order to achieve the necessary ownership and support, the Scheme has been established in consultation with the consent of stakeholders in the food supply chain;
- c) in order to ensure that both parties assure Scheme certification and accreditation integrity, direct exchange of relevant information is deemed necessary;
- d) the governance and management of the Certification Body licensed by the Foundation (hereafter CB) is continuously assessed for acceptable competence by an Accreditation Body (hereafter AB) partnering with the Foundation;
- e) the Foundation hereby concludes this Agreement with the AB so that harmonized accreditation of a CB can take place by an AB based on the Scheme requirements and any applicable legislation.

have agreed as follows:

Article 1 Subject of the Agreement

By signing this Agreement, the Foundation allows the AB to accredit CBs according to the Scheme requirements based on ISO/IEC 17021-1 in conjunction with ISO/TS 22003 (latest versions).

Article 2 Purpose

This Agreement establishes a framework for both parties to coordinate their respective activities to ensure the Scheme requirements for certification and accreditation are met and the accreditation process is well supported. The framework is based on the following principles applicable to both parties:

1. Desire for an engaging and transparent partnership;

2. Strive to produce synergistic activities and outcomes around compliance and continuous improvement in relation to the certification and accreditation performance against Scheme requirements and related processes; and
3. Inform their senior management about relevant incidents or decisions involving suspension or termination of CBs accreditation and/or license agreement status.

Article 3 Responsibilities

Both parties shall meet the requirements stipulated in this Agreement and those detailed in the Scheme.

Article 4 Reporting and Records

1. The parties shall provide each other with information on the performance of CBs related to the AB accreditation and/or Foundation license Agreement.
2. The parties shall review yearly the general intent of the Agreement and its effectiveness in delivering outcomes that are beneficial to their respective constituencies.

Article 5 Good faith

The parties will conduct their dealings pursuant to this Agreement in good faith.

Article 6 Confidentiality

The parties acknowledge that exchange of information covered by this Agreement is confidential. The parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information. This obligation will remain in force after the termination or cancellation of this Agreement.

Article 7 Conflict of interest

Both parties recognize that there is the potential for conflict of interest to arise in their dealings with each other. The parties commit to disclose and openly address any perceived or actual conflict of interest they may have in relation to the other party.

Article 8 Duration and right to terminate

1. This Agreement is effective upon signature by the authorised representatives from both parties.
2. The Agreement has a duration of 1 year (“Initial Term”) and shall renew automatically if not specifically terminated in accordance with articles 8.3, 8.4 and 8.5 of this Agreement.
3. It will be at the sole discretion of both parties to identify whether to renew the Agreement each year. If one party does not wish to renew the Agreement, it will lapse.
4. Either party may terminate its involvement by giving the other party 90 calendar days prior written notice in the event that the other party’s violation or failure in the fulfilment of this Agreement is found.
5. If the Agreement is terminated, the AB shall facilitate transfer of the CB to another FSSC registered AB in the shortest period of time possible, but no later than 180 calendar days. The AB shall directly inform its accredited CBs in writing about such termination.

Article 9 Dispute Resolution

1. The parties shall, in respect of any dispute or difference arising in connection with this Agreement, make all reasonable efforts in good faith to resolve the dispute.

2. If the parties are unable to resolve the dispute within 30 business days, then the party wishing to take the dispute further shall give notice of the dispute setting out the nature and details of the dispute.
3. All disputes arising out of, or in connection with, this Agreement shall be finally settled under the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.
4. If the dispute is not resolved within 60 business days of the referral to mediation, any party may, if it wishes, commence legal proceedings.
5. Nothing in this clause prevents either party from seeking urgent relief in a competent court of law.

Foundation FSSC

Cornelie Glerum
Director Operations
Date: 4-10-2021
Place: Gorinchem
Signature:



Servicio de Acreditación Ecuatoriano - SAE

Name: Carlos Echeverria
Function: **Executive Director**
Date: 24-9-2021
Place: Quito – Ecuador
Signature: ...



Firmado electrónicamente por:
**CARLOS MARTIN
ECHEVERRIA
CUEVA**