



CERTIFICATION GRANTING AND PRODUCT CONFORMITY CERTIFICATE USE AGREEMENT

**PROTECTED GEOGRAPHICAL INDICATION (P.G.I.)
"CAFÉ DE COLOMBIA"**

REVIEW DATE: 2017/05/19	APPROVAL DATE: 2022/04/25	VERSION: 8	CODE: OPRE-D-035
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Between the undersigned, namely:

CAFECERT:

CORPORATE NAME:	FUNDACIÓN PARA LA CERTIFICACIÓN DEL CAFÉ DE COLOMBIA- CAFECERT		
T.I.N.:	900.799.907-9		
LEGAL REPRESENTATIVE:	Silvia Inés Tobón Ferrer	CC: 30.331.618	
ADDRESS:	Calle 73 No 8-13, Torre A, Piso 4, Bogotá, Colombia		
EMAIL:	silviai.tobon@fundacioncafecert.org		
PHONE:	(57) (601) 313 6600		

THE CUSTOMER:


CORPORATE NAME:			
TIN / NIF:			
LEGAL REPRESENTATIVE / ATTORNEY-IN-FACT:		CC/ DNI¹:	
ADDRESS:		City:	
		Country:	
EMAIL:			
PHONE:			

CAFECERT and the CUSTOMER, each a "Party" or collectively the "Parties," have agreed to enter into this Certification Granting and Product Conformity Certificate Use Agreement (hereinafter the "Agreement") which will be governed by the laws of the Republic of Colombia and the following:

ARTICLES

1. SUBJECT OF CONTRACT: CAFECERT will assess hereunder whether to grant or not the Product Conformity Certificate (hereinafter the "Conformity Certificate") for Protected Geographical Indication (PGI) to the products specified by the CUSTOMER, as provided in **ANNEX 1** "Certification Rules," which forms an integral part of this Agreement.

¹ The data protection regulations applicable to each country will be considered.

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PARAGRAPH 1: The issuance of the Certificate by CAFECERT DOES NOT authorize the CUSTOMER to make use of the PGI. This authorization must be processed directly with the National Federation of Colombian Coffee Growers (Intellectual Property Coordinating Office or the acting as such).

PARAGRAPH 2: The Certification Rules will apply based on the CUSTOMER's request for certification to obtain a Certificate PGI.

2. CUSTOMER OBLIGATIONS: The CUSTOMER must fulfill the following obligations hereunder:

- a. Comply at all times with the regulations and provisions of the certification program, including but not limited to the Certification Rules.
- b. Inform CAFECERT immediately of any change in the certified product.
- c. Represent and guarantee that the certified products are produced as specified in the certificate issued and that they will continue to be produced with the same specifications they had in the sample sent for evaluation, the results of which demonstrate fulfillment of the requirements for certification.
- d. Take all the necessary measures for CAFECERT to perform the initial testing and surveillance, including without being limited to, giving CAFECERT staff access to the CUSTOMER's facilities when the activities of the certification process such as sampling, initial testing, sample supervision, and complaint resolution as required.
- e. Allow initial testing and send the samples in the timelines established in the Certification Rules. In the event that CAFECERT is not allowed to carry out the initial testing, this Agreement will terminate and the certification process will end, resulting in the non-granting of the Certificate without any compensation for the CUSTOMER.
- f. Allow CAFECERT to visit the CUSTOMER's facilities with the participation of observers.
- g. Provide access to the evaluation teams of the National Certification Body of Colombia - ONAC when necessary to carry out witness activities when evaluating CAFECERT as a product certification body as part of granting, expanding, or monitoring the certification. Failure to observe these guidelines may result in penalties such as those described in the Certification Rules.
- h. Use the certification clearly, reliably, and truthfully in social media, advertising and/or promotion related to the certified products.
- i. Cease to use advertising material referring to it immediately after the withdrawal, suspension, or termination of the certification and follow the actions required by the certification scheme such as the destruction of the Conformity Certificate (in the case of withdrawal of the certification) and other applicable documents or any other measure that CAFECERT may order.
- j. Observe and follow all CAFECERT guidelines regarding the certification process.
- k. Not use the Conformity Certificate to provide misleading, inaccurate, or false information that may affect the consumer.
- l. For each year of validity of the Conformity Certificate, submit to sample supervision and/or extraordinary sample supervision when required, in accordance with the Certification Rules,



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providing the means and meeting the requirements necessary to maintain the conditions of your certification.

- m. Use the Conformity Certificate only for certified products and in relation to the brands and/or commercial lines (references) submitted to certify your products.
- n. Inform CAFECERT when the use of the Conformity Certificate is extended to third parties. (If the CUSTOMER supplies copies of the certification documents to others, the documents must be reproduced entirely).

3. EVALUATIONS: CAFECERT will carry out the supervision evaluation (surveillance) of samples to verify the CUSTOMER’s fulfillment of the obligations and conditions established in the general guidelines of the certification system and the specific conditions of the certification scheme contained in the Conformity Certificate.

The sample supervision evaluations will be conducted at CAFECERT’s discretion, and the CUSTOMER must provide CAFECERT with all the assistance and material necessary for their proper performance.


4. INFORMATION ABOUT MODIFICATIONS TO PRODUCTION OR OTHERS THAT MAY AFFECT THE CERTIFICATION: The CUSTOMER will promptly inform CAFECERT of any modification that may affect its certification in order to meet the certification requirements.

Modifications include, but are not limited to:

- Change of place of production
- Change of the contact person or some of their data
- Change in product information
- Change of processing plant (thresher, roaster, solubilizer and/or extract producer)
- Change of packaging
- Change of owner due to mergers/acquisitions/etc.

5. COMPLAINTS:

- a. The CUSTOMER must keep a record of the complaints it has received for its certified products and inform CAFECERT of them complaints as soon as it becomes aware of them.
- b. The CUSTOMER will take the appropriate measures regarding the complaints filed and any deficiency found in the products that may affect compliance with the certification requirements and must inform CAFECERT about the actions taken to correct the cause that gave rise to them, mitigate it or explain and support the reasons to dismiss the complaint received.
- c. The CUSTOMER must keep a record of these actions and CAFECERT may ask the CUSTOMER to support those actions at any time.

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6. ADVERTISING:

- a. The CUSTOMER has the right to disclose that the CUSTOMER has a Conformity Certificate for the product for which the certificate was issued. This implies that only the brands referring to the product and commercial lines (references) that have been certified can be supported by the certification granted.
- b. CAFECERT may publish fulfillment or non-fulfillment of the certification requirements by the CUSTOMER's products on its website or by other means and, in case of suspension/cancellation of this Agreement, remove this information from the means used for dissemination.
- c. CAFECERT will maintain and make available, if requested, information related to or about the certification scheme, including evaluation, the rules and procedures to grant, maintain, expand or reduce the scope of the certification, or suspend, withdraw, or deny certification through publications in electronic or other media.
- d. The CUSTOMER agrees not to use its product certification to discredit CAFECERT and not to make statements about its certification that may be considered misleading or unauthorized.
- e. The CUSTOMER will use the certification only to specify the products, brands, and commercial lines (references) of associated products.
- f. The CUSTOMER undertakes not to use any Conformity Certificate or report delivered by CAFECERT or any of its parts in a deceptive, false, or fraudulent manner.
- g. The CUSTOMER agrees to meet the requirements established by CAFECERT when referring to the certification of its products in the media, documents, brochures, or advertising. (Disclose to CAFECERT any information requested and related to the use of the Conformity Certificate based on the guidelines of the Certification Rules).
- h. The CUSTOMER is not authorized, in any case, to use the certification symbol granted by the National Certification Body of Colombia - ONAC to CAFECERT.

7. CONFIDENTIALITY: CAFECERT is responsible, through legally binding commitments, for managing all the information obtained or generated during the certification activities, except the information that the CUSTOMER distributes publicly or provided by mutual agreement (for example, responding to any complaint). All information provided and/or arising from the certification process is considered confidential and will be kept as such.

In any case, when faced with a request and/or demand by a governmental agency, administrative authority, or a court order, confidentiality can be breached when duly justified. The CUSTOMER will be notified of this requirement.

CAFECERT will inform the CUSTOMER in advance of the information that it will make accessible to the public when confidential. The information regarding the certificate granted will be public.

CAFECERT will consider confidential any information that comes from complaints and regulatory entities about the certification of a customer, provided they are not public or known by entities that should be aware of them due to their nature, such as the National Federation of Colombian Coffee Growers.



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8. PAYMENT: The CUSTOMER will pay in advance the fees for the product certification services to CAFECERT related to the Initial Certification, the Supervisory Evaluation, and the re-evaluation derived from non-conformities to carry out the required activities of the certification service that include, but are not limited to, the sampling, evaluation tests, costs and administrative expenses.

PARAGRAPH 1: For the initial certification, the CUSTOMER will have fifteen (15) calendar days to make the payment, counted from the date the proforma is sent with the amount of the approved services.

For the supervision processes, which will be carried out every twelve (12) months (with a tolerance of ± 2 months, that is, between 10 and 14 months), the client must make the timely payment of the services indicated in the proforma before the expiration of the certificate. Should the payment not be made, it will be understood that the process is withdrawn and CAFECERT will proceed in accordance with the certification service rules.

PARAGRAPH 2: In the event that, non-conformities are identified in the CUSTOMER's products during the certification process and, as a result, the product must be re-evaluated, CAFECERT will charge the new evaluation in addition to the rate specified in the certification service.

PARAGRAPH 3: Once the certification process has started in any of its stages, the money will not be returned to the CUSTOMER.

PARAGRAPH 4: In the event that the CUSTOMER does not make the payment within the timelines established in this clause for any of the obligations arising from the certification process, CAFECERT may terminate the certification process without any compensation for the CUSTOMER, who in any case must pay CAFECERT the costs incurred to start the process.

PARAGRAPH 5: The costs and expenses or any other economic charge incurred in the certification process that are not related to CAFECERT but are necessary to advance or complete the certification process, such as customs clearance, transportation, rates or contributions, taxes, financial charges, bank expenses or others for transfers, expenditures or otherwise will be borne by the CUSTOMER through reimbursement before granting the Conformity Certificate.

PARAGRAPH 6: For bank transfers, the CUSTOMER must ensure that any charge is borne by the CUSTOMER; however, if by mistake or other circumstance in the transfer, charges are not taken on by the transferor, CAFECERT may request reimbursement of such charges and will not grant the certification until they are fully paid by the CUSTOMER to CAFECERT.

9. PERFORMANCE AND TERM OF THE AGREEMENT: This Agreement will be performed as of its signing by the Parties.

PARAGRAPH 1: The Product Conformity Certificate may or may not be granted hereunder; if granted, the Agreement will be in force as long as the CUSTOMER follows the Certification Rules. In the event that the Product Conformity Certificate is not granted, the Agreement will terminate with the notification of this result to the CUSTOMER.



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PARAGRAPH 2: The maintenance of the certification will be conditioned to the required annual supervision and compliance with the Certification Rules.

Non-compliance with the times established for the supervision process by the client, leads to the loss of validity of the certificate immediately, from the day following the fourteen (14) months, counted from the date of granting (Date granting) of the certificate.

PARAGRAPH 3: Failure to carry out an initial testing and/or supervision or a lack of product to be analyzed within the timelines provided in the Certification Rules, as replaced and/or amended, will result in the rejection and/or withdrawal of the certification and the termination of this Agreement.

10. TERMINATING, REDUCING, OR WITHDRAWING THE CERTIFICATION. Upon corroborating any failure to meet the certification requirements, either as a result of the evaluation or by other means, CAFECERT may take, at its discretion, any of the following actions, as provided in the Certification Rules:

- a. Continue granting the certification under specific conditions determined by CAFECERT (increase sample supervision, for example).
- b. Reduce the scope of the certification to eliminate root causes associated with product non-conformity.
- c. Withdraw the certification.

If the certification is terminated (at the request of the CUSTOMER) or withdrawn, CAFECERT will take the actions determined by the certification scheme and make the necessary modifications to the certification documents and the published information to guarantee that no reference is made to the product remaining certified.

If the scope of the certification is reduced, CAFECERT will take the actions determined by the certification scheme and make the necessary modifications to the certification documents and the published information to guarantee that the reduced scope of the certification is communicated to the CUSTOMER and clearly specified in the certification documents and publicly disclosed information.

11. MODIFICATION TO THE PRODUCT REQUIREMENTS: If the requirements applicable to the product(s) (including the brands and commercial lines (references) covered by this Agreement) are modified, CAFECERT will immediately notify the CUSTOMER of the date from which the modifications will come into force and whether it is necessary to make additional reviews to the products subject to this Agreement.



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Within ten (10) business days of receiving the notification above, the CUSTOMER will inform CAFECERT if it is prepared to accept the modifications. If the CUSTOMER accepts the modifications within the specified terms and shows that the complementary review is favorable, CAFECERT will issue a new certificate and make the necessary modifications to its records.

If the CUSTOMER notifies CAFECERT that it is not prepared to accept the modification within the established term or allows the terms to accept to expire, or if the result of the complementary review is not favorable, the Conformity Certificate that covers a particular product will cease to be valid from the date on which the modified specifications become effective.

12. RESPONSIBILITY: The CUSTOMER is responsible for using the certification. The CUSTOMER represents and guarantees that its use will be in accordance with the certified purpose and scope regarding the production, marketing, distribution (sale or donation), as the case may be, or the promotion of any of its products referred exclusively to the brands and lines (references) for which the certification was granted.

The CUSTOMER is exclusively responsible for misusing the certification, leading the public to errors, deception, confusion, or falsehood regarding compliance with the certification and its relationship with the certified product and the associated brands and commercial lines (references).

The CUSTOMER accepts that, in case of violation of any of the terms and conditions of this agreement, CAFECERT may initiate legal and judicial actions against the CUSTOMER to immediately cease the fraudulent, misleading, malicious, deliberate, or UNAUTHORIZED use of the certification.

CAFECERT may claim and obtain compensation for the damages caused to it by the improper use of its name as a certification body and/or the certification.

The CUSTOMER agrees to hold harmless, defend, and indemnify CAFECERT for any loss, expense, liability, or damage, including attorney's fees, arising from any misuse of the certification by the CUSTOMER or any violation by the CUSTOMER of the terms and conditions of this Agreement and/or for forging CAFECERT certifications.

CAFECERT will not be liable to third parties for the use that the CUSTOMER makes of the certification(s) granted.

13. APPEALS: Any disputes that may arise in relation to this Agreement will be resolved in accordance with the appeals for reversal and/or remedy of appeal established by CAFECERT.



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14. AMENDMENTS TO THE CERTIFICATION RULES: In the event that any of the provisions of the Certification Rules are modified, CAFECERT must inform the CUSTOMER through its website or any other effective means for this purpose, who may terminate this Agreement if it does not agree with the amendments. However, if CAFECERT does not receive a statement from the CUSTOMER within five (5) days of its publication or disclosure, it will be understood that the amendments are accepted and fully abided by as of the date of publication and/or communication by CAFECERT.

IN WITNESS WHEREOF, the Parties sign this document

On this (Month) _____ (Day) _____, (Year) _____ (“**SIGNING DATE**”).

CAFECERT

THE CUSTOMER

SILVIA INÉS TOBÓN FERRER
Legal Representative

(Name) _____
Legal Representative / Attorney-in-fact



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ANNEX 1 CERTIFICATION RULES

- OPRE-D-024 "Certification Service Rules for Café de Colombia Protected Geographical Indication"
- OPSU-D-027 IGP "Conditions for Using the Product Conformity Certificate"
- Commission Regulation (EC) No. 1050/2007 of September 12, 2007
- Bid Specifications of the Protected Geographical Indication Café de Colombia