

ESA_12.0470.4

Framework Agreement to carry out audits regarding compliance with the ESTA standard

This Framework Agreement is concluded

BETWEEN

ESA European Seed Association aisbl, registered according to Belgian law, located in 23/15, rue du Luxembourg, 1000 Brussels, Belgium and represented by its Secretary General, Mr Garlich von Essen or his delegated representative;

hereinafter referred to as '**ESA**'

AND

XXX, registered according to law, located in and represented by

hereinafter referred to as '**the Certifying Body**'

together referred to as '**the Parties**'

WITH THE FOLLOWING TERMS

1. Object of the agreement

By the present Agreement ESA officially accepts the Certifying Body as a body allowed to carry out audits of Treatment Sites in order to certify their compliance with the ESTA (European Seed Treatment Assurance) standard¹. The Certifying Body acknowledges fulfilling the requirements and undertakes to comply with the obligations set out in the present Agreement.

2. Requirements of acceptance

In order to be accepted for the purpose described in point 1 of the present Agreement the Certifying Body has to fulfill the following requirements.

It must:

- be an accredited certifying body accredited or accepted by the competent national accreditation services of its registered offices;

¹ The ESTA Standard is document ESA_12.0271, adopted on March 23, 2012 by the ESA Board and May 3, 2012 by the ESA STAT, including subsequent amendments (the "**ESTA Standard**"). The ESTA Standard is available on: http://www.euroseeds.org/codes/esta-european-seed-treatment-assurance/ESA_12.0271.pdf

ESA_12.0470.4

- be accredited to the ISO/IEC Guide 65 – ISO/EN 45011 (General requirements for bodies operating product certification systems); and
- have proven competence and experience in the field of agriculture, forestry and fishing, group 01.01, 01.02, 01.61 as defined in NACE Rev. 2 – Statistical classification of economic activities in the European Community. 2008. European Commission.

3. Rights of the Certifying Body

3.1 Upon written application and provided compliance with the requirements listed in point 2 the Certifying Body is accepted to audit Treatment Sites to certify their compliance with the ESTA standard and with that to grant the ESTA certification to audited and compliant Treatment Sites.

Accepted Certifying Bodies are then entered into a public register of accepted ESTA Certifying Bodies available on the ESTA website.

3.2 ESTA certification by an accepted Certifying Body however does not automatically mean that the certified Treatment Site is authorized to use the ESTA Trademark², nor that the certified Treatment Site paid all relevant fees. These aspects shall be regulated in a separate agreement between ESA and the ESTA certified Treatment Site.

4. Obligation of the Certifying Body

4.1 The Certifying Body undertakes to provide documentary evidence of fulfillment of the acceptance requirements as defined in point 2 of the present Agreement upon application.

4.2 The Certifying Body undertakes to inform ESA without delay in case its accreditation is suspended or withdrawn. In such case the authorization of the Certifying Body to carry out audits for verifying compliance with the ESTA standard is suspended until the accreditation is re-installed.

4.3 The Certifying Body undertakes to carry out also on-site audits – as required also by ISO/EN 45011 – when auditing a Treatment Site regarding its compliance with the ESTA standard as well as at least annual verification audits following the initial evaluation of a Treatment Site.

4.4 The Certifying Body undertakes to provide ESA with an audit report every time a Treatment Site is audited for ESTA certification. The report shall contain the following information:

- full name, address and legal structure of the audited Treatment Site;

² ESA has obtained Community trademark related to ESTA with the following numbers: 009819764; 009832296; 009832882; 009832965; 009839051; 009839085; 009839127; 009839201 (the “**ESTA Trademarks**”).

ESA_12.0470.4

- the statement whether the Treatment Site is compliant with the ESTA standard with the indication of potential necessary improvements if applicable;

If the Treatment Site complies with the ESTA standard:

- the date on which the ESTA certification was granted; and
- the scope of the ESTA certification (i.e. species covered).

The Certifying Body also provides a report to ESA regarding the main findings of the annual verification audits.

On an annual basis the Certifying Body provides ESA with an overall report indicating the full name, address, legal structure, scope and expiry date of ESTA certification of each ESTA certified Treatment Site as well as with a report on audit findings and granted and rejected ESTA certificates.

5. Confidentiality

5.1 Information provided by the Certifying Body in its reports will be handled as confidential by ESA. However, the names and contact details of ESTA certified Treatment Sites and aggregated information per country on the overall use of the ESTA system may be provided on the ESTA website for information purposes.

5.2 ESA reserves the right to use general information - not allowing the identification of individual organisations - provided in the reports from the Certifying Body, in compliance with any applicable competition laws, for its annual reports on the functioning of the ESTA system.

6. Intellectual property rights

6.1 Both the ESTA standard and the ESTA logos constitute the property of ESA and are protected respectively by copyright and Community Trademark.

6.2 Accepted Certifying Bodies are allowed to put a copy of or a link to the ESTA standard and to use the ESTA trademark on its website (or other information material) for information purposes.

7. Duration and termination of Agreement

7.1 The present Agreement comes into force on the date of signature and is concluded for an indeterminate period.

ESA_12.0470.4

7.2 The present Agreement automatically terminates if the Certification Body ceases to comply with at least one of the acceptance requirements as defined in point 2 of the present Agreement and in case this situation is not remedied in a reasonable period of time.

7.3 The present Agreement can be terminated by the common agreement of the parties at any time.

7.4 The present Agreement can be terminated by any of the Parties unilaterally by written notice to the other party six (6) months in advance.

7.5 In case of serious breach of its terms the present Agreement can be terminated by any of the Parties by written notice to the other party where the Agreement terminates thirty (30) days following the receipt of the notice by the other party.

8. General terms

8.1 The present Agreement has been prepared in two original copies and is governed by Belgian law.

8.2 Regarding questions not dealt with in the present Agreement in first place the ESTA standard and in second place the Belgian law should apply.

8.3 In case of disputes resulting from the present Agreement and from the activities described therein the Parties should seek an amicable settlement. If such a settlement is not possible they should solve their dispute before the competent Belgian courts.

8.4 The present Agreement represents the complete understanding between the Parties and supersedes all prior or contemporaneous oral or written agreements or undertakings of the Parties referring to the subject matter of the present Agreement.

8.5 Should any provision of the present Agreement be entirely or partially invalid or the Parties be required by national law or authorities to modify certain provisions hereof, the validity of the other provisions shall be unaffected. Furthermore, in the event of an invalid provision or modification being required by national law or authorities, the Parties shall enter into negotiations and amend or replace the provision concerned by a valid provision which comes closest to what the invalid provision was intended to achieve.

8.6 Neither the waiver by either of the Parties of a breach or a default under any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

8.7 All section captions are for reference only and shall not be considered in construing the present Agreement.

ESA_12.0470.4

Signed by: _____

Date _____

**for and on
behalf of ESA:**

Signed by: _____

Date _____

**for and on behalf
of XXX**
