

APPROVED.
CHAIRMAN OF MONGOLIAN
AGENCY FOR STANDARD AND
METROLOGY
.....

APPROVED.
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.....

CONTRACT ON APPLICATION OF HALAL STANDARD CERTIFICATE AND MARK

..... (dd/mm/yy)

No.

Ulaanbaatar

One. General

1.1. The Mongolian Agency for Standard and Metrology, State registration number 9070002082, Registration number 9096035, and its representative V.Ganzorig, Head of Certification Department (hereinafter referred to as "Certificate Trustee") on the one hand and "....." LLC, State registration number, Registration number, and its representative/Position and name/ (hereinafter referred to as "Certificate owner") on the other hand agreed to the followings in relation to the Article 13.3, 25.3.6, 27.1.1, 27.2.2, 31.2 of the Law on Standardization, technical regulation and accreditation of conformity assessment respectively and on the basis of granting the Certificate of Halal standards.

1.2. With this contract, which has a purpose of improving product, production and service quality by introducing halal standards, the Certificate Trustee agreed to grant the certificate that certifies the standards of halal certification OIC/SMICC; GSO were implemented and indicates the right to use the HALAL standard mark for the standards of this management system (hereinafter referred to as "standard mark").

1.3. In case of an interest conflict occurred or might occur in connection with signing or implementing this contract, a representative of the Mongolian Agency for Standard and Metrology shall be subjected to produce a statement on the interest conflict.

Two. Rights and obligations of Certificate Trustee

2.1. Certificate Trustee shall inform about the certificate of halal standards fulfillment and the right to use conformity mark of the system were granted.

2.2. Certificate Trustee shall monitor Certificate owner's sustainability and activities of halal standards in accordance with this contract and resolve any issues within its authority.

2.3. Certificate Trustee will analyze the information sent by Certificate owner in accordance with the Article 3.7 of this contract and make relevant decisions.

2.4. Certificate Trustee will keep the information with regards to Certificate owner's activities confidential.

2.5. Certificate Trustee shall conduct a compliance audit on the implementation of management system by Certificate owner in accordance with the Article 1 of this contract and provide advisory services.

2.6. Certificate Trustee shall inform about the changes in the standards of management system to Certificate owner whenever it happened.

Three. Rights and obligations of Certificate Owner

3.1. Certificate owner has a right to use the halal standard mark on its documents and/or as an advertisement.

3.2. Certificate owner shall agree to receive an audit from Certificate Trustee for implementation compliance of halal standards according to the Article 1 of this contract. If required, Certificate owner will make amendments to the appendix and implement on the agreement with Certificate trustee. The renewed appendix shall be inseparable to this contract.

3.3. The conditions of the contract shall not be applied to the scope that is not specified on the certificate.

3.4. In the case of Certificate trustee temporarily or permanently terminating the right to use the certificate and standard mark, the certificate and standard mark shall not be used.

3.5. Certificate owner shall sustain the quality of products and services within the valid time of the contract and shall meet the relevant articles of the Law on Standardization, technical regulation and accreditation of conformity assessment, product and service standards, the conditions of the contract and the requirements of Halal standard.

3.6. If any changes that might affect the management system /for instance, administration, arrangement, human resources, process, etc./ occur, Certificate trustee must be notified immediately.

3.8. The payment of management system certification and auditing services must be paid in full on time according to the Appendix 2 of the contract regardless of the audit result.

3.9. The indicators of work result must be submitted to Certificate trustee before December 15 each year.

3.10. In the case of changes in management system and halal standard, Certificate owner shall notify Certificate trustee and request to receive an audit again in accordance with the renewed standard.

Four. Term

4.1. This contract shall be in effect until Of, 202...., except for the fact that the contract has been temporarily terminated or nullified on the basis of the Article 5 of this contract.

4.2. Certificate owner shall submit a request to extend the contract less than 60 days before the contract expires and Certificate trustee shall make a related decision.

4.3. If the parties do not extend the contract within the timeframe specified in the Article 4.1 of this contract, the contract will be considered to be unenforceable. When the contract is unenforceable, the certificate and standard mark will become invalid as well.

Five. Termination and invalidation of the certificate and standard mark application, and cancellation of this contract

5.1. Certificate trustee shall terminate the right to use a certificate and a standard mark and take actions to eliminate violations and deficiencies in the case of followings. Hereto:

5.1.1. The products, works, services and activities of the Certificate owner do not meet the requirements of Halal standard;

5.1.2. Certificate owner did not fulfill its obligations stated in the contract;

5.1.3. Clients and customers filed valid complaints about the quality and safety of products, performance and services repeatedly;

5.1.4. Certificate owner did not pay the service fee and cost that was stated in the contract within 30 days after the agreed date;

5.1.5. Certificate owner violated the rules and procedures with regards to the use of certificate and standard mark;

5.2. When the Certificate trustee temporarily terminated the right to use Certificate owner's certificate and standard mark, Certificate owner must not use the standard mark on their documents, the package of products and labels and/or in other manners, such as creating a standard mark for management system or advertising about the implementation of the standard.

5.3. During the time when the certificate and standard mark are terminated Certificate owner shall eliminate the violation and deficiency that were specified in the Article 5.1.1, send an official notice to Certificate trustee on the clearance and receive an audit for proof, then the right can be restored by the Certificate trustee.

5.4. If Certificate owner did not eliminate the violations and deficiencies specified in the Article 5.1.1 of this contract during the time of termination, Certificate trustee shall cancel the contract and invalidate the right.

5.5. The Basic conditions for the termination of certificate and standard mark:

5.5.1. The detected violation might affect the quality of products, performance and services severely;

5.5.2. Certificate owner violated the condition of contract;

5.5.3. Certificate owner did not take certain actions to eliminate the violations and deficiencies during the time of termination of the contract term;

5.5.4. Certificate owner entity is liquidated or the product is ceased to be manufactured or operation is stopped;

5.5.5. Certificate owner did not extend the certificate to restore the right to use the certificate and standard mark;

5.5.6. Certificate owner arbitrarily transferred the right to use the certificate and standard mark to other.

Six. Recommendations and complaints

6.1. In the case of Parties not agreeing on any conflict with regards to the fulfillment of this contract, the complaint can be made to resolve the problem with the support of an authorized organization according to Mongolian laws and legislations.

Representative of the Parties:

On behalf of Certificate Trustee:
Head of Certification Department of
MASM

.....

Director of Finance Division of
MASM

.....

Senior officer in charge of legal
matter, Administration Department
of MASM

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Address: Peace Avenue – 46
Bank account:

On behalf of Certificate owner:

Quality manager

Legal advisor

.....

Address:

Contact info:

Appendix 1 of No. contract

Graphic for providing an auditing service

on the fulfillment of Halal standard by MASM
to “.....” LLC in

- 1.Halal standard: OIC SMICC: GSO
- 2.Registration number:
- 3.Representative:
- 4.Scope:
- 5.The number of staff (within the scope):

Audit No.	Entities and branches filed for auditing	When	Work scope of audit person/day	The procedure of service fee
2023/01	Within the scope	2023 person/... day	
2024/01	Within the scope	2024 person/... day	

Appendix 2 of No. contract

Service fee and cost for auditing service

and halal standard certification
to be provided by “.....” LLC

No.	Service name	Payment, ₸	Comment
2023			
1	Annual service fee for granting certificate and halal standard mark	
2	Payment for auditing service	
ДҮН:			
2024			
1	Annual service fee for granting certificate and halal standard mark	
2	Payment for auditing service	
Result:			