



# **Agreement on Authorization of Certification Entities**

Small Producers' Symbol

Version 3. 25-Nov-2016  
Edition 1. 25-Nov-2016  
Translation 25-Nov-2016



## **I. INTRODUCTION**

1. The official language of this document is Spanish, for any clarification regarding this document published in another language, Spanish version will prevail.



Agreement on authorization, hereafter "Agreement," between, on the one hand, *Símbolo de Pequeños Productores Global, Asociación Civil* (Foundation of Organized Small Producers), hereafter "SPP GLOBAL," represented by \_\_\_\_\_ and on the other hand, \_\_\_\_\_, represented by \_\_\_\_\_, hereafter "CE" in reference to "Certification Entity," in accordance with the following Declarations and Clauses agreed upon between the two parties, hereafter "Both Parties":

**DECLARATIONS**

**I. SPP GLOBAL declares:**

- a) That it is properly constituted in accordance with Mexican law, under the name "*Símbolo de Pequeños Productores Global, Asociación Civil*", and that at the time of the signing of the present Agreement, its address is: Calle Guanajuato, Colonia Roma Norte, Delegación Cuauhtémoc, CP 06700, México, Distrito Federal, México; phone./fax: +52-55 52647205; and email: info@spp.coop
- b) That it is duly authorized to sign this Agreement, or in other words, that it has the rights granting it the authority to sign the present Agreement.
- c) That it wishes to authorize a CE to operate the Small Producers' Symbol certification and registration program in accordance with the clauses in the present Agreement.

**II. The CE declares:**

- a) That it is duly constituted in accordance with the laws of \_\_\_\_\_, under the name "\_\_\_\_\_" and that at the time of the signing of this Agreement its address is \_\_\_\_\_
- b) That it is duly authorized to sign this Agreement, or in other words, that it has the rights granting it the authority to sign the present Agreement.
- c) That it wishes to sign the present Agreement with SPP GLOBAL in order to operate the Small Producers' Symbol certification and registration program in accordance with the clauses in the present Agreement.

**CLAUSES**

**FIRST. OBJECTIVE**

- 1.1. Under the present Agreement, the two parties are obligated to respect that established in the "Procedures for Authorization of Certification Entities," and its annexes, published by SPP GLOBAL, hereafter "Procedures for Authorization."
- 1.2. Through the signing of the Agreement by Both Parties, SPP GLOBAL authorizes the CE to operate a Small Producers' Symbol certification program.
- 1.3. If SPP GLOBAL authorizes the CE, SPP GLOBAL may grant it the use of the Small Producers' Symbol in accordance with that established in the Regulations on Graphics for the Small



Producers' Symbol, limiting its use to applying the symbol in printed or digital publicity materials for the time period during which the authorization is in effect.

- 1.4. If a CE's authorization is cancelled, it may not present a new request for authorization until two years after the cancellation.
- 1.5. If a CE's authorization is cancelled for the second time, it will not be allowed to present a new request for authorization during the five years immediately following the date upon which the authorization was cancelled.

## **SECOND. PAYMENTS**

- 2.1. The CE is obligated to pay the amounts corresponding to the items and at the times indicated in the "Regulations on Costs for Certification Entities."
- 2.2. The CE makes a commitment to cover the costs of surveillance, monitoring and updating evaluations, in accordance with the current Regulations on Costs for Certification Entities.
- 2.3. When monitoring visits are the result of a complaint filed against the CE, the latter must cover the cost of the evaluation(s) conducted if grounds for the complaint are established.
- 2.4. The CE accepts under this Agreement that the failure to make a payment in a timely manner will cause the automatic suspension of the Agreement, with the effects stipulated in paragraphs 6.3.7. and 6.3.8. of the Sixth Clause in this Agreement. The suspension of authorization will proceed without affecting the legal and administration actions corresponding to SPP GLOBAL as a result of non-compliance with this Agreement, or SPP GLOBAL's demand of payment of any amounts due.
- 2.5. The costs of the authorization process, that is, the professional fees and transportation, lodging and meal expenses, as well as the costs of occasional materials required by evaluators in conducting the evaluation visits of the CE, specifically the initial, monitoring, annual or any other type of evaluation visits, will be covered by the CE.

## **THIRD. GENERAL OBLIGATIONS OF THE CE**

Under this Agreement, the CE is obligated to:

- 3.1. Provide SPP GLOBAL evaluators with the information, procedures and registries associated with the quality system necessary for the evaluation;
- 3.2. Permit SPP GLOBAL evaluators to access the CE's administrative and technical facilities, in order to observe first-hand the activities through which it is assured that the product, process, system, service or persons involved follow the authorization procedures and standards for the Small Producers' Symbol;
- 3.3. Facilitate the work of the evaluators in carrying out any reasonable verification, for the purpose of establishing the CE's competence to conduct the Small Producers' Symbol certification processes;
- 3.4. Maintain a quality and technical system implemented during the time period in which the authorization is in effect;
- 3.5. Make every effort to assure that no certificate or registration is used by the CE or by someone authorized by the CE for promotional or advertising purposes; with a previous authorization



- 3.6.** Notify SPP GLOBAL in writing within 20 calendar days any change associated with:
  - 3.6.1.** The CE's legal status, commercial name, property or organization, or its location;
  - 3.6.2.** The organization, top management and key personnel;
  - 3.6.3.** Technical policies or procedures, when applicable;
  - 3.6.4.** Personnel, equipment, facilities or other resources, when significant in nature;
  - 3.6.5.** Any other aspect that could affect the CE's capacities and competence, the scope of the activities authorized, or compliance with the requirements stipulated in this document;
  - 3.6.6.** When applicable, the CE must report any suspension or cancellation process of its authorizations or accreditations with programs other than the Small Producers' Symbol, as well as the reasons for such cancellation.
- 3.7.** Provide its services without any type of discrimination, assuring their impartiality, independence, integrity and confidentiality;
- 3.8.** Provide access, when pertinent, to documents that allow for understanding the CE's level of dependence and impartiality, among its various Decision making bodies.
- 3.9.** Inform its clients of the specific Procedures for addressing appeals, disputes, complaints or suggestions, and in line with these Procedures, attend to and respond to applicants in a timely manner;
- 3.10.** Accept an evaluator or evaluators in training who are proposed by SPP GLOBAL to serve as a member or members of the evaluator group.

#### **FOURTH. REQUIREMENTS AND PROVISIONS**

- 4.1.** The CE must:
  - 4.1.1.** Comply with the ISO/IEC Guide 65 "General Requirements for Bodies Operating Product Certification Systems;" it could be through an accreditation
  - 4.1.2.** Comply with the Procedures for Authorization of Certification Entities;
  - 4.1.3.** Provide the necessary information in a timely manner to the applicants for certification or registration, which includes the general requirements for evaluation according to the type of stakeholder and type of procedure or modality, such as:
    - Eventual Inclusion of a Maquila company in the evaluation
    - Eventual Inclusion of an Intermediary in the evaluation
    - Eventual Inclusion of a User in the evaluation
    - Type of procedure to apply
  - 4.1.4.** Evaluate the General Standard of the Small Producers' Symbol;
  - 4.1.5.** Evaluate and comply with the Code of Conduct for the Small Producers' Symbol;
  - 4.1.6.** Apply the Certification Procedures for Small Producers' Organizations;
  - 4.1.7.** Apply the Registration Procedures for Buyers;



- 4.1.8. Apply the Procedures for Qualification of Evaluators and Examiners;
  - 4.1.9. Apply the Qualification Form for Evaluators and Examiners;
  - 4.1.10. Apply the Procedures for Risk Determination;
  - 4.1.11. Apply and comply with the Regulations on Graphics of the Small Producers' Symbol;
  - 4.1.12. Comply with the Regulations on Costs for the Small Producers' Symbol;
  - 4.1.13. Comply with the Regulations on Costs for Certification Entities;
  - 4.1.14. Publish and comply with the fees for covering the costs of the Small Producers' Symbol evaluation program;
  - 4.1.15. Apply and/or comply with new SPP GLOBAL procedures and forms that apply to CEs and their activities within the framework of this Agreement.
- 4.2. If the CE's own procedures and/or regulations vary from those indicated above by SPP GLOBAL, the CE may request approval of its procedures and/or regulations, when it considers them to be equivalent, and including fees that differ from those established in the Regulations on Costs for the Small Producers' Symbol.
  - 4.3. In all cases, the CE is the only party responsible for covering the direct and/or indirect costs generated by the commitments acquired by the CE with its clients. SPP GLOBAL will not in any case assume responsibility for these costs or for any damages to third parties caused by the CE.
  - 4.4. The CE is responsible for operating a Control Evaluation program, in accordance with SPP GLOBAL's Procedures for Certification, Registration and Risk Determination.

## **FIFTH. GRANTING OF AUTHORIZATION**

The CE accepts that the decision to grant or deny the authorization requested by the CE, or to suspend or cancel the authorization previously granted, corresponds to SPP GLOBAL.

## **SIXTH. AUTHORIZATION OF THE USE OF THE SMALL PRODUCERS' SYMBOL**

- 6.1. The CE acknowledges that SPP GLOBAL is the only entity authorized to grant permission for use of the Small Producers' Symbol.
- 6.2. Authorization does not imply the transfer or transmission of the symbol to the CE; rather, the CE is simply authorized to use the Small Producers' Symbol in accordance with the terms indicated in the Regulations on Graphics for the Small Producers' Symbol. The CE is obligated to compensate SPP GLOBAL in the case of any improper use of the Small Producers' Symbol.
- 6.3. If SPP GLOBAL grants the requested authorization to the CE, the latter is obligated to:
  - 6.3.1. Declare that it is authorized only with respect to the services associated with the Small Producers' Symbol for which SPP GLOBAL has granted it authorization;



- 6.3.2. The CE must not use the authorization in a way in which SPP GLOBAL's reputation will be negatively affected.
- 6.3.3. When the CE mentions its status as an authorized CE in communication media, or in documents, brochures or announcements, it must use the following text in an appropriate manner, filling in the spaces between brackets as appropriate: "Certification entity authorized to operate the Small Producers' Symbol Certification and Registration Program," indicating in writing the [Authorization Number].
- 6.3.4. Assure, by way of the best possible legal means, that when its clients refer to the authorization granted, they use the following phrase: "Certification completed by [Name of Certification Entity] under SPP GLOBAL's authorization [Authorization Number];
- 6.3.5. Notify SPP GLOBAL, within a maximum of 5 working days, any improper use or infringement associated with the Small Producers' Symbol, of which the CE is aware;
- 6.3.6. Immediately cease all use of the Small Producers' Symbol, as well as any advertising material that refers to the symbol in any way, if authorization expires, is suspended or cancelled;
- 6.3.7. If the CE renounces the authorization or has lost the authorization because it has expired or has been cancelled, it must inform SPP GLOBAL of the actions it will take to protect the SPOs that it certified before losing the authorization.
- 6.3.8. Return the original copies of the authorization documents to SPP GLOBAL, if authorization is cancelled.

## **SEVENTH. CONFIDENTIAL INFORMATION**

- 7.1. For the purposes of the present Agreement, confidential information is defined as any information communicated by one of the parties to the other, in any form or means, including but not limited to the following: verbally, electronically, visually, in writing or in any other tangible form, identified as confidential and/or the property of the party providing such (hereafter "Confidential Information").
- 7.2. Both Parties make a commitment to not reveal, publicize or disseminate Confidential Information from the other party, to which it has access by virtue of the present Agreement, to any third parties, with the understanding that for the purpose of this instrument, Confidential Information will not include information that:
  - 7.2.1. has been made public by the owner of such information;
  - 7.2.2. is contained in public documents and/or files;
  - 7.2.3. has been communicated to third parties by the owner of such information, and those third parties have made it public;
  - 7.2.4. should be made public in accordance with the law or by order of the corresponding legal or administrative authority.



## **EIGHTH. AUTOMATIC CANCELLATION**

- 8.1. If the CE fails to comply with what is stipulated in this Agreement, SPP GLOBAL will notify the CE in writing, providing the CE with the opportunity to present the corresponding considerations within a maximum of 15 working days, and after this process has been carried out, the Agreement may be cancelled automatically, without the need for a legal declaration, through a written notification to the CE. In this case, this Agreement will be cancelled at the moment in which the CE receives the notification, in accordance with the Ninth Clause of this Agreement. The cancellation will take place without affecting the actions and/or rights that correspond to SPP GLOBAL and/or the clients of the Certification Entity, including redress for any damages suffered by either party.
- 8.2. The cancellation of the present Agreement will lead to the immediate suspension of the authorization for the use of the Small Producers' Symbol.
- 8.3. The present Agreement will be terminated immediately, without any need for a legal declaration or notification between Both Parties, if for any reason the CE's authorization is cancelled.

## **NINTH. COMMUNICATION BETWEEN THE TWO PARTIES**

- 9.1. The CE is obligated to inform SPP GLOBAL in a timely manner with regard to:
  - 9.1.1. Applications for certification or registration received and properly completed;
  - 9.1.2. The beginning of the certification or registration process for any applicant;
  - 9.1.3. The resolution reached in any certification or registration process for any applicant;
  - 9.1.4. The cancellation of any certificate or registration.
  - 9.1.5. The Control Evaluations program as stipulated in SPP GLOBAL's Certification, Registration and Risk Determination Procedures.

## **TENTH. APPLICABLE LEGISLATION AND JURISDICTION: RESOLUTION OF DISPUTES**

The present Agreement will be guided by that stipulated by the parties, and otherwise, by the provisions indicated in the **Fourth Clause** of this Agreement.

## **ELEVENTH. GENERAL PROVISIONS**

- 11.1. **Headings:** The headings, letterhead, numbers and titles of this Agreement are included only for facilitating references, and do not limit or affect the terms and conditions of this Agreement in any way.
- 11.2. **Transfer:** Neither Party may renounce, transfer ownership of or transmit the obligations and/or rights derived from, or associated with, the present Agreement, without prior written consent by the other party, and subject to conditions in Legislation and Procedures in effect.
- 11.3. **Modifications:** No reform, variation, modification or renunciation of any term or condition of this Agreement will be allowed, unless established in writing and signed by Both Parties.
- 11.4. **Autonomy of provisions:** the nullity, invalidity, illegality or any other irregularity in any of the provisions in the present Agreement will only affect that particular provision, and will not therefore affect the other provisions agreed upon—which will continue to be obligatory.





**11.5. Integral Agreement:** This Agreement constitutes the integral agreement between the two parties in relation to the material contained therein, and substitutes any negotiations and/or agreements carried out previously or simultaneously to its signing.

Both Parties, informed of the contents and legal force of the present Agreement, agree to commit to the terms of the same.

Place and date

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Name and Signature  
Representative  
SPP GLOBAL

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Name and Signature  
Representative  
CE

**CHANGES WITH RESPECT TO PREVIOUS VERSION OR EDITION**

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#	Change	Reason	Type Change of	Date effective
1	Article 4.1.3 is added to indicate that the CE must provide the necessary information in a timely manner to the applicants for certification or registration, which includes the general requirements for evaluation.	The inclusion of the 'List of Requirements' as a new document of the System	Editing	25-Nov-2016