



International



MUTUAL RECOGNITION AGREEMENT

GMP+ International B.V., Braillelaan 9, 2289 CL Rijswijk (The Netherlands), registered at the Chamber of Commerce under number **27364542**, owner of GMP+ Feed Certification scheme, containing GMP+ Feed Safety Assurance module (GMP+ FSA), represented by **Johan den Hartog, Managing Director**, referred to hereafter as 'GMP+ International'

and

La coopération agricole Métiers du grain, 43 rue Sedaine CS 91115, 75 538 Paris cedex 11, represented by the Director of La Coopération Agricole, Florence Pradier,

La Fédération du Négoce Agricole (FNA), 77 rue Rambuteau, 75 001 Paris, represented by its Managing Director François Gibon,

Synacomex, 66 rue de la Boétie, 75 008 Paris, represented by its General Secretary Christelle Tailhardat,

referred to hereafter as 'CSA-GTP'

Jointly referred hereafter as 'Parties'

Considering that:

- GMP+ International manages GMP+ Feed Safety Assurance module (GMP+ FSA), which is part of in GMP+ Feed Certification scheme (GMP+ FSA scheme) which covers also speciality feed ingredients and mixtures.
- GMP+ Feed Safety Assurance (FSA) is a complete module for the assurance of feed safety in all the links of the feed chain.
- LA coopération Agricole, FNA and Synacomex hosts the Charte Securite Alimentaire - Good Trading Practice (CSA-GTP) Certification. This is a complete scheme for the assurance of feed safety links to collection, storage, trade and transport of unprocessed cereals, oilseeds and protein crops. Moreover, CSA-GTP keep a public

list of certified companies - cooperatives, traders and port silos - directly accessible on its website: www.incograin.com.

- GMP+ International and the owners of CSA-GTP entered into a temporary agreement for one (1) year in 2017. Hence, Parties decided to continue this mutual recognition agreement into an official agreement to engage in mutual recognition and collaboration in harmonizing feed safety assurance principles internationally.
- The owners of CSA-GTP recognize the importance of GMP+ FSA participants can contribute to CSA-GTP participants, vice versa.
- It is in the interest of the GMP+ FSA and CSA-GTP certified companies to harmonize both certification schemes and that they are able to supply each other with feed products and services.

Parties agree about the following:

Article 1: Scope of the Agreement

This Agreement covers the following scopes:

- Collection, storage & transshipment and trade of unprocessed French cereals, oilseeds and protein crops (grains) intended to be used as feed
- Transport of unprocessed French cereals, oilseed and protein crops (grains) intended to be used as feed, only accepted in combination with trade/ collection scope* and all transport means are under the scope of the CSA-GTP certificate.

**In case of delivery to the GMP+ FSA scheme, the requirements from the IDTF (International Database for Transport of Feed) are applicable.*

Article 2: Suppliers Cross Approval

- 2.1 Parties consider each other's certifications scheme for the scope mentioned in Article 1 as equivalent.
- 2.2 The GMP+ FSA certified companies are allowed to buy French grains from a CSA-GTP certified company and vice versa.
- 2.3 Additionally, the provisions stipulated in articles 3 to 6 are applicable in the framework of the Suppliers Cross Approval.



Article 3: Additional requirements and stipulations

- 3.1 Certification must be performed under accreditation of the certification bodies according to ISO 17021 or ISO 17065, at the latest on 31 December 2023.
- 3.2 The CSA-GTP scheme should be administratively managed by an independent entity and by people not in charge with duties of a company or a trade association in order to ensure impartiality and objective operation, especially in case of incidents (see par. 3.6). CSA-GTP takes the obligation to establish an independent entity complying with what is mentioned previously before 1 August 2021. In case this milestone is not achieved, this agreement will be terminated without further notice on 31 December 2021.
- 3.3 Parties are committed to providing each other with information relating to any intended changes to the certification schemes prior to their introduction.
- 3.4 Sanction and exclusion of companies:
- 3.4.1 CSA-GTP certified companies are subject to exclusively to the system and sanction conditions of CSA-GTP and GMP+ FSA participants are subject exclusively to the system and sanction conditions of GMP+ International.
- 3.4.2 Parties agree on respecting each other's sanctions and sanction periods especially in the case of a suspension or a withdrawal of a certificate during a fixed time period. If a company's certificate has been withdrawn, the other Party shall abide by the former party's exclusion period and shall not accept participation in its certification scheme by that company or the legal entity that owns the entity whose certificate was withdrawn.
- 3.4.3 Parties will immediately inform each other about suspensions and withdrawal of certificates in their schemes.
- 3.5 If a company, certified under CSA-GTP or GMP+ FSA is involved in an incident where legal limits of undesirable substances in feed are breached in a way that the functioning of the other scheme is affected, Parties are obliged to provide each other with relevant information on a confidential basis.
- 3.6 In order to ensure fast and effective exchange of information in the case of an incident, one person responsible for the exchange of appropriate data has to be defined within each Party.



For GMP+ International the contact person is:
Roland van der Post, email: ews@gmpplus.org
Tel. +31 6 53833190

For CSA-GTP the email contact is: (email address to be confirmed)

- CSA-GTP Secretariat, email: secretariat@csa-gtp.com
- CSA-GTP Notifications service, email: notification@csa-gtp.com

3.7 At least once every three years, a meeting will take place where items concerning the mutual agreement can be discussed, such as:

- An overview of the functioning of the schemes
- Adaptations to the schemes, and its effects to the exchangeability
- Supervision of CB
- Possible improvements
- Crisis communication
- International level playing field
- Any other item which may be of interest for both parties

3.8 Parties will support each other with experiences and knowledge about the functioning of the scheme. If it is considered necessary, they can establish working groups to study (technical) items.

3.9 If one of the Parties receives a request to seek for mutual recognition with another certification scheme for feed safety assurance, the relevant party shall inform the other Party accordingly. For the sake of consistency and harmonization, both parties shall carry out the benchmark procedure jointly, but the final decision will lie on each Party.

Article 4: Internal Scheme Control

4.1 Each Party is authorized to request the other one to conduct an additional audit on companies where concerns about compliance have been found. CSA-GTP is entitled to conduct an additional audit at a GMP+ FSA certified company in cooperation with GMP+ International. Conversely, GMP+ International is entitled to conduct an additional audit certified company in cooperation with CSA-GTP.

4.2 Parties are entitled to engage/appoint their own certification bodies concerned to perform the audits. The results of those audits are not public and must be kept between the Parties.



- 4.3 The costs of these additional audits are paid by the Party that has initiated the audit. In case that severe violation against the applicable scheme requirements are detected, the involved Party obligates the company concerned to bear the cost arising out of this additional audit.
- 4.4 If possible, the audits mentioned in point 4.4 shall be carried out jointly (joint audit team). The results of the audits as mentioned before will be forwarded to the other party immediately on a confidential basis.

Article 5: Fees

There are no additional fees established based on this agreement for the certified companies.

Article 6: Liability and Conflicts

- 6.1 Parties shall indemnify each other against mutual liability or third party liability for any direct or indirect damage resulting from the execution of this agreement, unless the damage can be imputed to an owner the damage is limited to the maximum amount of the owner's liability insurance.
- 6.2 Parties will not make use of the mutual recognition in any way which might bring each other's scheme into discredit. parties will not make any statement with respect to the mutual recognition which is or could be misleading or unauthorized. In the event of misuse of this agreement the infringing party retains the right to claim the damage created from the responsible party.
- 6.3 In the event of suspension or withdrawal of the mutual recognition, use will no longer be made in any way whatsoever of advertising which makes any reference to each other's scheme. All documents relating to the mutual recognition must in the event of suspension or withdrawal be returned to the scheme owner.
- 6.4 There are no oral ancillary agreements to this agreement. Amendments and supplements must be in writing in order to be effective as long as this agreement does not describe otherwise. Enforcement of any amendment or supplement shall be subject to Parties' acceptance.
- 6.5 If any provision of this agreement is or becomes invalid, the validity of the remaining provisions in this agreement shall remain unaffected. In such case, the agreement shall be supplemented in such manner that the commercial intent of the invalid provisions

is preserved. The same applies if upon execution of this agreement an omission is discovered.

- 6.6 Parties commit themselves to respect confidentiality about any business- or company-related information that come to their knowledge based on this agreement if each other's Party has obvious or potential interest for confidentiality.
- 6.7 In case of conflict the owners shall settle the matter amicably. In case an amicable settlement cannot be reached a conflict will be settled by arbitration. This Agreement shall be governed by the national law of the defending party in any dispute not resolved by mediation.

Article 7: Disputes

- 7.1 In case of conflict in respect of this agreement, Parties shall use their respective reasonable endeavours to set the matter amicably. In case an amicable settlement cannot be reached, the parties will endeavour to resolve the conflict through mediation.
- 7.2 If not resolved by mediation, place of fulfilment and venue for all disputes arising from this agreement shall be the seat of the defending Party. The law of the defending Party's country shall be applied.

Article 8: Term of the agreement

- 8.1. This agreement shall take effect upon its signature by both Parties. It will be valid three (3) years upon signing of the agreement. Based on the results of this evaluation, parties can decide to prolong this agreement.
- 8.2 Each Party has the right to terminate the agreement immediately for an important reason following a period of notice of four months. For example, if schemes are diverging on key elements, or if parts of this agreement are not fulfilled.
- 8.3 Infringement of the provisions of this agreement and failing to remedy the infringement within a reasonable period can be such an important reason. The Agreement can be terminated by one of both parties by means of a registered letter.

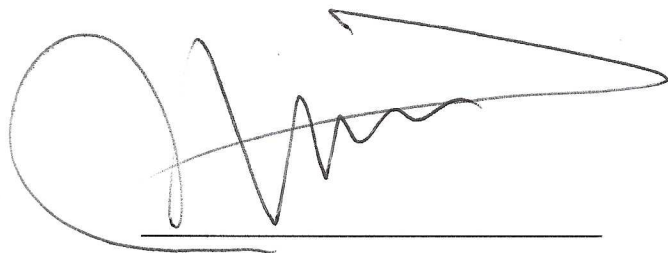
In witness thereof, this agreement is signed by both parties:



Rijswijk, ...*8 July*... 2021

On behalf of the GMP+ International

Johan den Hartog, Managing Director



Paris, 7th July 2021

On behalf of CSA-GTP

La Cooperation Agricole

Florence Pradier, Director



La Fédération du Négoces Agricole (FNA)

François Gibon, FNA Managing Director



Synacomex

Christelle Tailhardat, General Secretary

