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| Certification Body Accreditation Agreement Addendum  |

1. BONSUCRO **Ltd**, a company limited by guarantee with registered number 06798568 whose registered office is The Wenlock, 50-52 Wharf Road, London N1 7EU, UK [**Bonsucro**];

and

1. [ Name and registered address of Certification Body ]

This Addendum to the Bonsucro Certification Body Accreditation Agreement signed by the parties on [xxx] (the **Original Agreement**) sets out the amended terms and conditions upon which Bonsucro grants accreditation to the CB to carry out third party audits in accordance with the Bonsucro Certification System. The amended terms are needed to bring the Original Agreement in line with recent changes Bonsucro introduced in its procedures.

T**he amendments contained in this addendum shall become effective on [xxx]. The terms of the Original Agreement which are not amended by this addendum shall remain in full force and effect.**

**Defined terms bear the same meaning in this Addendum as they do in the Original Agreement unless the context requires otherwise or they are specifically amended by this Addendum.**

**Amendments**

The following **definitions** are changed as per table below and they apply to where they are used in the Original Agreement. Any unchanged definition remains in force as per Original Agreement.

1.DEFINITIONS

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| **Old Definition** | **New and/or updated definition** |
| **Accredited CB** | A **CB** which has been granted an accreditation by Bonsucro to carry out **Certification** activities | **Accredited CB** | Means an Accredited Certification Body, i.e. a certification body which has been granted an accreditation by Bonsucro to carry out certification activities. Other Bonsucro documentation also refers to them as Licensed Certification Bodies or LCBs. |
| **-** |  | **Affiliate Offices** | Means offices which are managed by the Certification Body Main Office. These are regional offices. The Certification Body Main Office is responsible for their conformity to Bonsucro requirements. The list of Affiliate regional Offices in captured in Annex 1. |
| **Assessment** | means the process undertaken by Bonsucro to assess the competence and compliance of the **CB,** based on this **Agreement,** the **Bonsucro Certification System** documents and other normative documents and for a defined scope; | **Assessment** | means the process undertaken by Bonsucro or a Bonsucro Service Provider contracted by Bonsucro to assess the competence and conformity of the **CB,** based on this **Agreement,** the **Bonsucro Certification System** documents and other normative documents and for a defined scope. It includes the preparation for the assessment, the assessment days, the writing of a report, the follow up on corrective action plans; |
| **-** | - | **Bonsucro Accreditation and Oversight Procedure** | means the most recent version of the document published by Bonsucro which specifies the procedure for the accreditation and oversight of certification bodies (**CBs**) including the initial accreditation process and the requirements for the maintenance of accreditation |
| **-** | - | **Bonsucro Additional Requirements** | means the additional requirements to the **Standards** which are documents published by Bonsucro from time to time outside the cycle of Standards’ revision. Additional requirements are addendums to a Standard and also describe any adaptation to the **Bonsucro Certification Protocol** triggered by the introduction of said additional requirements.  Bonsucro members are also audited against the Additional Requirements  |
| **Bonsucro Brand Mark Requirements for Members**  | means the document setting out the terms and conditions relating to the use of the **Certification Mark** and associated claims, which shall be provided by Bonsucro to the **CB** and may be updated by Bonsucro from time to time | **Bonsucro Claims and Labelling Rules** | means the most recent version of the document published by Bonsucro (<http://www.bonsucro.com/claims/>) which sets the rules with regards to public claims associated with Bonsucro’ systems, products, and services.  |
| **Bonsucro Certification Mark** | means the **Brand Mark** licensed to those Bonsucro members who are certified against the Bonsucro production standard and/or chain of custody standard. The Bonsucro Certification Mark may only be used after explicit written approval has been given by Bonsucro and may be used on Bonsucro certified sugarcane products. | **Bonsucro Certification Mark** | means the certification **Logo** licensed to those Bonsucro members who are certified against the Bonsucro production standard and/or chain of custody standard. The Bonsucro Certification Mark may only be used after explicit written approval has been given by Bonsucro and may be used on Bonsucro certified sugarcane products in line with the **Bonsucro Claims & Labelling Rules**. |
| **Certification Protocol** | means the document setting out the process and procedures for certification against the Bonsucro standards. | **Bonsucro Certification Protocol** | means the most recent version of the document published by Bonsucro which presents the process and procedures for certification against the Bonsucro standards. |
| **-** | - | **Bonsucro Grievance Mechanism Rules** | means the grievance mechanism Bonsucro has in place to address complaints against Bonsucro members (<http://www.bonsucro.com/bonsucro-grievance-mechanism/>)  |
| **-** | - | **Bonsucro Interpretation Notes** | means the interpretation notes documents published from time to time by Bonsucro. The elements specified within these interpretation notes aim to define how to interpret a specific existing standard requirement when the original standard wording is not clear. The aim is to ensure the rightful and consistent implementation of the Standards. Bonsucro members are audited against the interpretation notes. |
| **-** | - | **Bonsucro Representative** | means a Bonsucro member of staff or a Bonsucro Service Provider  |
| **-** | - | **Bonsucro Service Provider** | means a service provider contracted by Bonsucro to deliver CBs’ Assessments or manage the Bonsucro Grievance Mechanism Rules |
| **Bonsucro Standards** | means the Bonsucro Production Standard, and Bonsucro Mass Balance Chain of Custody Standard, including EU RED versions. | **Bonsucro Standards** | means the most recent version of:- the “**Bonsucro Production Standard**” (including EU RED requirements)- the “**Bonsucro Production Standard for Smallholder Farmers**”  - the “**Bonsucro Mass Balance Chain of Custody Standard**” - the “**Bonsucro EU RED Mass Balance Chain of Custody Standard**”  |
|  |  | **Bonsucro Production Standard****Bonsucro Production Standard for Smallholder Farmers** | Means the “**Bonsucro Production Standard**” (including EU RED requirements) and “**Bonsucro Production Standard for Smallholder Farmers**” documents published by Bonsucro (<https://www.bonsucro.com/production-standard/>) which describe the principles and criteria for achieving sustainable production of sugarcane and all sugarcane derived products in respect of economic, social and environmental dimensions.  |
|  |  | **Bonsucro Mass Balance Chain of Custody Standard**” **Bonsucro EU RED Mass Balance Chain of Custody Standard** | means the “**Bonsucro Mass Balance Chain of Custody Standard**” and “**Bonsucro EU RED Mass Balance Chain of Custody Standard**” documents published by Bonsucro (<https://www.bonsucro.com/chain-custody-standard/>) which describe the requirements to ensure the traceability of Bonsucro-compliant claims by implementing a mass balance supply chain model.  |
| **-** | - | **Certification Body Main Office** | means the office responsible for the Certification Body accreditation by Bonsucro, including conformity to Bonsucro requirements of Affiliate Offices. The Certification Body Main Office is responsible for taking all certification decisions.  |

The below clauses are changed as following and any unchanged clause remains in force as per Original Agreement:

3. GRANTING ACCREDITATION

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| **Old Clause** | **New/updated clause** |
| 3.3 The accredited status may be granted to the CB and will specify a location, where all certification decisions shall be taken in relation to compliance to the Bonsucro Certification System. | 3.3 The accredited status may be granted to the CB and will specify a location, where all certification decisions shall be taken in relation to compliance to the Bonsucro Certification System. This information is captured in Annex 1 to this agreement. |
| 3.5 The scope of the accreditation granted to the CB may stipulate the extent of services that the CB may offer or a defined geographic area. Any change to the scope of the accreditation is at the sole permission of Bonsucro. | 3.5 The scope of the accreditation granted to the CB may stipulate the extent of services that the CB may offer or a defined geographic area. Any change to the scope of the accreditation is at the sole permission of Bonsucro. This information is captured in Annex 1 to this agreement. |

4. OBLIGATIONS OF THE CB

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| **Old Clause** | **New/updated clause** |
| 4.1 The CB shall perform its obligations in good faith and in accordance with the terms and provisions of this agreement. In particular, and without limitation to the generality of the foregoing, the CB shall:4.1.1 comply at all times with the relevant regulations and procedures set out in the Bonsucro Certification Protocol and other interpretation notes as issued by Bonsucro from time to time. | 4.1 The CB shall perform its obligations in good faith and in accordance with the terms and provisions of this agreement. In particular, and without limitation to the generality of the foregoing, the CB shall:4.1.1 comply at all times with the relevant regulations and procedures set out in the Bonsucro Certification Protocol, Additional Requirements and other Interpretation Notes as issued by Bonsucro from time to time. |
| 4.1.2 allow Bonsucro to send a representative to witness the certification activities of the CB as described in the Bonsucro Protocol, upon giving the CB reasonable prior notice. All costs (including travel, accommodation and subsistence costs of the Bonsucro representative) that are incurred by Bonsucro in relation to any such witness audits shall be borne by the CB. | 4.1.2 allow Bonsucro to send a Bonsucro Representative to:4.1.2.1 carry out a CB witness Assessment whereby the Bonsucro Representative witness the auditing and certification activities of the CB as described in the Bonsucro Accreditation and Oversight Procedure and the Bonsucro Certification Protocol. The Bonsucro Representative must notify the CB of attendance at least three weeks before the audit is due to start. All costs that are incurred by Bonsucro in relation to any such witness Assessment shall be borne by the CB as described in 6.2.4.1.2.2 carry out a CB head office Assessment whereby the Bonsucro Representative assess the auditing and certification activities of the CB as described in the Bonsucro Accreditation and Oversight Procedure and the Bonsucro Certification Protocol. All costs that are incurred by Bonsucro in relation to any such head office assessment shall be borne by the CB as described in 6.2. |
| 4.1.3 allow Bonsucro to send a representative to attend a scheduled audit of the CB, upon giving the CB reasonable prior notice. In such case, all costs will be borne by Bonsucro.  | 4.1.3 allow Bonsucro to send a Bonsucro Representative to attend and observe a scheduled audit of the CB, upon giving the CB reasonable prior notice. In such case, all costs will be borne by Bonsucro |
| 4.1.4 allow Bonsucro to assess the accredited CB in relation to its initial application, and thereafter once a year or as deemed necessary by Bonsucro, in addition to the assessments described in 4.1.3 and any assessments resulting from any non-conformities or following a suspension. All costs (including travel, accommodation and subsistence costs of the Bonsucro representative) that are incurred by Bonsucro in relation to any such assessments shall be borne by the CB. | 4.1.4 allow Bonsucro to send a Bonsucro Representative to assess the accredited CB in relation to its initial application, and as deemed necessary by Bonsucro, in addition to the Assessments described in 4.1.2 and any Assessments resulting from any non-conformities or following a suspension. All costs that are incurred by Bonsucro in relation to any such assessments shall be borne by the CB as described in 6.2. |
| 4.1.5 have enforceable arrangements with affiliate offices, subcontractors and certificate holders to ensure Bonsucro has access to the premises of the aforementioned entities as well as access to confidential information. | 4.1.5 have enforceable arrangements with Affiliate Offices, subcontractors and certificate holders to ensure:4.1.5.1 Bonsucro requirements are conformed to by Affiliate Offices, subcontractors and certificate holders, 4.1.5.2 Bonsucro and Bonsucro Representatives have access to the premises of the aforementioned entities as well as access to confidential information relevant to the delivery of services as described in the Bonsucro Accreditation and Oversight Procedure and the Bonsucro Certification Protocol. |
| 4.1.8 promptly notify Bonsucro of any organisations that have had their certification suspended and if applicable withdrawn because of non-compliance with the core criteria set out in the Bonsucro Standards.  | 4.1.8 notify Bonsucro within 4 days of any organisations that have had their certification suspended and if applicable withdrawn because of non-compliance with the core criteria set out in the Bonsucro Standards.  |
| 4.1.14 inform certificate holders that from time to time Bonsucro may request product and certification information to assist in product tracebacks or supply chain reconciliations. | * + 1. inform certificate holders that:

4.1.14.1 from time to time Bonsucro may request product and certification information to assist in product tracebacks or supply chain reconciliations.4.1.14.2 copy of their certificate(s), certificate(s) annexes, audit report, checklists, action plans, calculators and any other information relating to their Certification will be shared with Bonsucro for Bonsucro’s use. |
| 4.1.17 make all reasonable provisions to ensure the health and safety of Bonsucro employees or appointed representatives whilst conducting witness or head office assessments.  | 4.1.17 make all reasonable provisions to ensure the health and safety of Bonsucro employees or appointed Bonsucro Representatives whilst conducting witness or head office assessments.  |

6. PAYMENT TERMS

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| **Old Clause** | **New/updated clause** |
| 6.1 Within 30 days of the date of this agreement, the CB shall pay to Bonsucro an accreditation fee of:6.1.1 £1,300, if the CB will be carrying out Certification Activities against the "Bonsucro Production Standard"; and6.1.2 £700, if the CB will be carrying out Certification Activities against the "Bonsucro Mass Balance Chain of Custody Standard" | 6.1 Within 30 days of the date of this agreement, the CB shall pay to Bonsucro an accreditation fee of:6.1.1 GBP 1,300, if the CB will be carrying out Certification Activities against the Bonsucro Production Standard; and6.1.2 GBP 700, if the CB will be carrying out Certification Activities against the Bonsucro Mass Balance Chain of Custody Standard or the Bonsucro EU RED Mass Balance Chain of Custody Standard; and6.1.3 GBP 700, if the CB will be carrying out Certification activities against the Bonsucro Production Standard for Smallholder Farmers |
| 6.2 Bonsucro will carry out yearly office and witness assessments of the CB as stipulated in clauses 4.1.3 and 4.1.4. These may be charged at a daily rate of £ 500, excluding expenses, which shall be borne by the CB. | 6.2 Bonsucro will carry out yearly office and witness assessments of the CB as stipulated in clauses 4.1.2 and 4.1.4. The CB shall bear all fees and costs associated with the assessments as follow:6.2.1 Assessment days (including preparation, desk audits, on site assessment, report writing, report technical review) at the daily rate of Euro 9506.2.2 Travel days (to and from the assessment) at the daily rate of Euro 4256.2.3 Expenses incurred as part of the assessment (including travel, accommodation, subsistence, translation/interpreting, and any other reasonable expenses)6.2.4 Corrective Action Plans follow up and assessment at the daily rate of Euro 950.6.2.5 The daily rate in 6.2.1, 6.2.2 and 6.2.4 will be revised annually. |
| - | 6.3 The CB shall pay to Bonsucro a fee per certification decision taken by the CB. This is applicable to certification decisions taken as a result of an initial audit, a surveillance audit and a re-certification audit. certification decision fee will be applied as follows:6.3.1 GBP 200 for a certification decision issued against the Production Standard only, the Production Standard and the Mass Balance Chain of Custody Standard, or the Production Standard for Smallholder Farmers and the Mass Balance Chain of Custody Standard6.3.2 GBP 50 for a certification decision issued against the Mass Balance Chain of Custody Standard only. |
| 6.3 Bonsucro may vary the rates set out in clauses 6.1 and 6.2 at any time, provided that Bonsucro provides the CB with at least three months' written notice. | 6.4 Bonsucro may vary the rates set out in clauses 6.1, 6.2 and 6.3 at any time, provided that Bonsucro provides the CB with at least three months' written notice. |
| 6.4 All sums payable under this agreement are exclusive of any VAT or any other relevant local sales taxes, which, if payable, shall be charged in accordance with the relevant local regulations in force at the time of making the relevant taxable supply. | 6.5 All sums payable under this agreement are exclusive of any VAT or any other relevant local sales taxes, which, if payable, shall be charged in accordance with the relevant local regulations in force at the time of making the relevant taxable supply. |
| 6.5 If the CB fails to make any payment due to Bonsucro under this agreement by the due date for payment, then, without limiting Bonsucro's remedies under clause 9, Bonsucro may charge the CB interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The CB shall pay the interest immediately on demand by Bonsucro. | 6.6 If the CB fails to make any payment due to Bonsucro under this agreement by the due date for payment, then, without limiting Bonsucro's remedies under clause 9, Bonsucro may charge the CB interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The CB shall pay the interest immediately on demand by Bonsucro. |

12. CONFIDENTIALITY

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| **Old Clause** | **New/updated clause** |
| 12.2 Each party may disclose the other party's confidential information:12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and 12.2.2 as may be required by law, court order or any governmental or regulatory authority. | 12.2 Each party may disclose the other party's confidential information:12.2.1 to its employees, officers, representatives or advisers, including Bonsucro Service Providers, who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers, including Bonsucro Service Providers, to whom it discloses the other party's confidential information, comply with this clause 12; and 12.2.2 as may be required by law, court order or any governmental or regulatory authority; and12.2.3 as may be required from the CB by the Bonsucro Grievance Mechanism Rules (sections 8 and 9). |
| 12.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.  | 12.3 All information (whether written, electronic, visual and/or verbal) disclosed by Bonsucro and/or to which CB may have access or develop for Bonsucro by virtue of this agreement (including without limitation, the existence of this agreement and the activities performed by the parties under this agreement) shall be deemed to be confidential information for the purposes of this clause 12. |
|  | 12.4 This clause 12 shall survive for an unlimited period of time after the termination of the entire agreement between the parties and, subject to 12.2, shall be in addition to any restrictions imposed on both parties by any contract, statutes, guidelines or standards and policies. |

AS WITNESS the hands of the duly authorised representatives on the part of each of the parties the day and year first above written.

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| Signed by **Danielle Morley** on behalf of Bonsucro |  |
| Chief Executive Officer |

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Signed by ……………………………. on behalf of………………………………………[*insert name of CB*] |  |
| Director |

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX 1 – ACCREDITATION SCOPE**

As per clauses 3.3 and 3.5, the accredited status may be granted to the CB and will specify a location, where all certification decisions shall be taken in relation to compliance to the Bonsucro Certification System:

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| Main Office: office responsible for certification decisions taken in relation to compliance to the Bonsucro Certification System:*Indicate name and registered address of Certification Body Main Office* |
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| Affiliate Offices: offices operating Bonsucro certification services under the responsibility of the Main Office:*Indicate name and registered address of regional offices* |
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As per clause 3.5, the scope of the accreditation granted to the CB may stipulate the extent of services that the CB may offer or a defined geographic area. Any change to the scope of the accreditation is at the sole permission of Bonsucro.

Scope of services

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| **Bonsucro Standard** | **Included within Scope of Accreditation** |
| Bonsucro Production Standard | Yes/No |
| Bonsucro EU RED Production Standard | Yes/No |
| Bonsucro Production Standard for Smallholder Farmers | Yes/No |
| Bonsucro Chain of Custody Mass balance Standard | Yes/No |
| Bonsucro EU RED Chain of Custody Mass balance Standard | Yes/No |

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| **Geographical scope** | **Exclusions** |
| Worldwide | Not applicable |