



Certification Body Accreditation Agreement

- (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
- (2) [Name and registered address of Certification Body]

PREAMBLE

- (A) Bonsucro's vision is a sugarcane sector with thriving, sustainable producer communities and resilient, assured supply chains. Its mission is to ensure that responsible sugarcane production creates lasting value for the people, communities, businesses, economies and eco-systems in all cane-growing origins. Bonsucro's strategy builds a platform to accelerate change for the largest agricultural commodity in the world – sugarcane.
- (B) Bonsucro has developed a certification system (the **Bonsucro Certification System**), which sets out a system for the certification of organisations in the sugar cane industry and consists of three elements: (1) two standards known as the "Bonsucro Production Standard" and the "Bonsucro Mass Balance Chain of Custody Standard" (together the **Bonsucro Standards**); (2) audit guidance documents (the **Audit Guidance**); and (3) a certification protocol setting out the process and procedures for certification (the **Bonsucro Certification Protocol**).
- (C) Bonsucro works with accredited certification bodies for the independent certification of economic operators against the Bonsucro Certification System. Only accredited certification bodies that are accredited by Bonsucro are allowed to audit organisations in the sugar cane industry against the Bonsucro Standards. It is Bonsucro's aim to ensure that organisations wishing to become certified against the Bonsucro Standards can choose from a number of credible and reliable certification bodies.
- (D) This agreement follows the submission of an application by the CB to become an accredited certification body and successful accreditation assessment(s).
- (E) This agreement sets out the terms and conditions upon which Bonsucro grants accreditation to the CB to carry out third party audits in accordance with the Bonsucro Certification System.

THIS AGREEMENT SHALL BECOME EFFECTIVE ON

1 DEFINITIONS

1.1 In this agreement the following words shall have the following meanings (unless the context otherwise requires):

Accredited CB	A CB which has been granted an accreditation by Bonsucro to carry out Certification activities.
Accredited Material	means the Audit Guidance, Bonsucro Certification Protocol, Bonsucro Certification System, Bonsucro Standards, Logo, and Name.
Agreement	means this particular agreement, including any and all annexes, appendices, schedules as may be varied from time to time in accordance with the provisions of this Agreement;
Appeal	means request by a CB for reconsideration of any adverse decision made by Bonsucro related to its desired accreditation status;
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;
Audit	means all activities undertaken by the accredited CB to determine whether an organisation meets the Bonsucro Standards and conducted in accordance with the Bonsucro Certification Protocol to allow a decision to be made as to whether certification is granted (further defined in Annex 2 of the Certification Protocol);
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 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 System	means the Bonsucro Standards ; associated guidance documents; and Certification Protocol ;

Bonsucro Databases	means the software administration system implemented by Bonsucro to manage the certification process as may be updated from time to time;
Bonsucro Standards	means the Bonsucro Production Standard, and Bonsucro Mass Balance Chain of Custody Standard, including EU RED versions.
Bonsucro Training Course	means the Bonsucro training course(s) required in order to carry out audits of the Bonsucro Certification System ;
CB	means certification body;
Certification	means formal recognition by a CB that a legal entity has demonstrated compliance against all certification requirements ;
Certification Protocol	means the document setting out the process and procedures for certification against the Bonsucro standards.
Certification Requirements	includes the documents in relation to the Bonsucro Certification System in their most recent versions;
Certification System	consists of three elements: (1) two standards known as the "Bonsucro Production Standard" and the "Bonsucro Mass Balance Chain of Custody Standard" (together the Bonsucro Standards); (2) audit guidance documents (the Audit Guidance); and (3) a Certification Protocol setting out the process and procedures for certification (the Bonsucro Certification Protocol).
Intellectual Property Rights	means any and all rights to copyright, typography, databases, patents, trade or service mark, know-how and all other intellectual property, and all proprietary or other rights (whether or not any of the same are registered or registrable, and including any applications or rights to apply for registration of any of the same) which may exist anywhere and in any form worldwide;
Lead Auditor	person in charge of an audit team and who conducts an audit. (The competency requirements of a Lead Auditor for the Bonsucro System are described in the Bonsucro Protocol).
Logo	means the Bonsucro Corporate Logo as defined in the Bonsucro Brand Mark Requirements for Members.
Non-conformity	means the non-fulfilment of a requirement, and as defined in the Bonsucro Certification Protocol ;
Parties	refers to the CB and Bonsucro and 'Party' shall mean any of them;

Payment	means any fees and expenses payable under this Agreement ;
Territory	means the territory within which the CB is entitled to carry out certification activities under the terms and conditions of this Agreement ;
Term	means the period of validity of this Agreement ;
Year	means the 12 month period following the date of this Agreement and each succeeding 12 month period.

1.2 In this agreement the following phrases shall have the following meanings (unless the context otherwise requires):

- 1.2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.2.2 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.2.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.2.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.8 A reference to writing or written includes e-mail.
- 1.2.9 Any obligation on a party not to do something includes an obligation to not to allow that thing to be done.
- 1.2.10 A reference to "this agreement" or to any other agreement or document referred to in this agreement is a reference to this agreement or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.2.11 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.12 For the avoidance of doubt, if any Special Conditions conflict with any of the other terms and conditions of this agreement, the Special Conditions shall prevail.

2 PURPOSE OF THIS AGREEMENT

Bonsucro shall offer accreditation services to the CB based on the terms and conditions set out in this agreement and the CB will pay the fees as set out in this agreement. The CB accredited status issued by Bonsucro is for the Bonsucro Certification System only. The accredited trainer status or any other Bonsucro services shall be subject to a separate agreement.

3 GRANTING ACCREDITATION

3.1 The Parties agree that Bonsucro shall evaluate the CB in any and all matters for compliance with this agreement, the Certification Protocol and the ISO Standards mentioned in the Bonsucro Protocol.

3.2 It is the obligation of the CB to provide sufficient and objective evidence to demonstrate compliance with this agreement, the Certification Protocol and the ISO Standards mentioned in the Bonsucro Protocol.

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.

3.4 The granting or refusal of an accreditation status shall be deemed accepted by the CB if, in the case of a refusal, the CB does not expressly appeal in writing within one (1) month upon notification of the status.

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.

3.6 The Parties agree that the CB has the right to appeal any adverse decision or condition imposed on the scope of the accreditation.

3.7 The CB may call itself a "Bonsucro Accredited Certification Body" provided that it complies with the terms and conditions of this agreement and the terms and conditions of the Bonsucro Brand Mark Requirements for Members.

3.8 In consideration of the CB's obligation to pay the fees set out in clause 6 Bonsucro hereby grants the CB a non-exclusive licence to use the Intellectual Property Rights in the

Accredited Materials for the purposes of the carrying out of Certification Activities in the Territory for the Term, subject to the CB complying with the terms and conditions of this agreement and the terms and conditions of the Bonsucro Brand Mark Requirements for Members.

- 3.9 The Licence granted pursuant to clause 3.8 shall commence on the date of this agreement and shall continue until terminated in accordance with the terms of this agreement.
- 3.10 For the avoidance of doubt, this clause 3 shall not survive termination of this agreement.

4 OBLIGATIONS OF THE CB

- 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.
 - 4.1.2 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.
 - 4.1.3 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.
 - 4.1.4 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.
 - 4.1.5 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.
 - 4.1.6 not withhold or prevent Bonsucro's right of access to confidential information, documents and records produced by the CB and affiliate offices, subcontractors and certificate holders as required and necessary for Bonsucro assessments and the maintenance of the accredited status.
 - 4.1.7 use the Bonsucro databases to record the information gathered in the process of certifying an organisation under the Bonsucro Certification System.

- 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.
- 4.1.9 only use auditors whose qualification and experience comply with the requirements of the Bonsucro Certification Protocol.
- 4.1.10 ensure that all lead auditors have passed the relevant Bonsucro level training prior to commencing certification activities and comply with ongoing training requirements as stipulated by Bonsucro.
- 4.1.11 regularly train auditors who are engaged in Bonsucro certification activities on the Bonsucro Certification System and relevant ISO Standards.
- 4.1.12 retain a record of the experience and training of all persons assigned as Lead auditors, which shall include a record of the reasons why the CB considers that person is qualified for the role of lead auditor. This record shall be made available to Bonsucro on its reasonable request.
- 4.1.13 not conduct its own Bonsucro Qualification training in relation to the Bonsucro Certification System, as the Bonsucro Qualification Training Course will be operated, managed and delivered exclusively by Bonsucro.
- 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.
- 4.1.15 inform certificate holders that any certification claims is conditional upon continued compliance to the Bonsucro Standards. Any use of the logo, trademark or other registered material must first be approved by Bonsucro.
- 4.1.16 inform Bonsucro without delay about changes in any aspect of its status or operation relating to legal, commercial, organisation, top management and key personnel, main policies, resources, premises and other matters that may affect its ability to fulfil the requirements in this Agreement.
- 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.
- 4.1.18 upon the reasonable request of Bonsucro, provide Bonsucro with feedback on the quality of its documents and tools, so as to allow Bonsucro to continuously improve them.

5 OBLIGATIONS OF BONSUCRO

- 5.1 Bonsucro shall:

- 5.1.1 be impartial in developing policies and procedures that are non-discriminatory and administered in a non-discriminatory way.
- 5.1.2 keep the CB informed of all matters necessary to enable the CB to properly carry out the Certification Activities.
- 5.1.2 respond to all reasonable requests for advice from the CB in good time and in good faith.
- 5.1.3 provide the CB with all background materials reasonably necessary to enable the CB to properly carry out the Certification Activities;
- 5.1.4 clarify any technical issues that might be unclear in relation to the Bonsucro Certification System, as reasonably requested by the CB.

6 PAYMENT TERMS

- 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"; and
 - 6.1.2 £700, if the CB will be carrying out Certification Activities against the "Bonsucro Mass Balance Chain of Custody Standard"
- 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.
- 6.3 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.
- 6.2 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.
- 6.3 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.

7 INTELLECTUAL PROPERTY

- 7.1 Bonsucro is the sole owner of all Intellectual Property Rights in the Accredited Materials and all rights and title to them are vested in Bonsucro.
- 7.2 Upon termination of this agreement, the accreditation granted to the CB shall terminate with immediate effect and the CB shall cease all use of the Accredited Materials and shall immediately cause all employees, contractors, organisations that it has certified and other third party partners to discontinue all use of the Accredited Materials.
- 7.3 The CB shall adopt all reasonable security measures to avoid compromising and to protect the secrecy, confidentiality, ownership, and the value of the Intellectual Property Rights in the Accredited Materials.
- 7.4 The CB shall immediately notify Bonsucro in writing giving full particulars if any of the following matters come to its attention:
- 7.4.1 any actual, suspected or threatened infringement of the Intellectual Property Rights in the Accredited Materials;
 - 7.4.2 any claim made or threatened that the Accredited Materials infringe the rights of any third party; or
 - 7.4.3 any other form of attack, charge or claim to which the Accredited Materials may be subject.
- 7.5 In respect of the matters listed in clause 7.4:
- 7.5.1 Bonsucro shall, at its absolute discretion, decide what action to take, if any;
 - 7.5.2 Bonsucro shall have exclusive control over, and conduct of, all claims and proceedings;
 - 7.5.3 CB shall not make any admissions other than to Bonsucro and shall provide Bonsucro with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
 - 7.5.4 Bonsucro shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- 7.6 The CB shall, in exercising its right under this agreement, comply with, and shall ensure that its use and any use of the Accredited Materials complies with, all applicable laws, regulations, industry standards and codes of practice.
- 7.7 The CB shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Accredited Materials or the reputation or goodwill associated with the Accredited Materials or Bonsucro, or which may invalidate or jeopardise any registration of the Intellectual Property Rights in the Accredited Materials.

8 INDEMNITY

- 8.1 The CB shall indemnify Bonsucro against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Bonsucro arising out of or in connection with:
- 8.1.1 the CB's breach or negligent performance or non-performance of this agreement;
 - 8.1.2 any claim made against Bonsucro for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Certification Activities of the CB; and
 - 8.1.3 any claim made against Bonsucro by a third party arising out of or in connection with the certification activities of the CB, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the CB, its employees, agents or subcontractors.
- 8.2 This indemnity shall not cover Bonsucro to the extent that a claim under it results from Bonsucro's gross negligence or wilful misconduct.
- 8.3 If any third party makes a claim, or notifies an intention to make a claim, against Bonsucro which may reasonably be considered likely to give rise to a liability under this indemnity (a **Claim**), Bonsucro shall:
- 8.3.1 as soon as reasonably practicable, give written notice of the Claim to the CB, specifying the nature of the Claim in reasonable detail;
 - 8.3.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the CB (such consent not to be unreasonably conditioned, withheld or delayed), provided that Bonsucro may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the CB, but without obtaining the CB's consent) if Bonsucro reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
 - 8.3.3 give the CB and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Bonsucro, so as to enable CB and its professional advisers to examine them and to take copies (at the CB's expense) for the purpose of assessing the Relevant Claim; and
 - 8.3.4 subject to the CB providing security to Bonsucro to Bonsucro's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the CB may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.4 If a payment due from the CB under this clause is subject to tax (whether by way of direct assessment or withholding at its source), Bonsucro shall be entitled to receive from the CB

such amounts as shall ensure that the net receipt, after tax, to Bonsucro in respect of the payment is the same as it would have been were the payment not subject to tax.

- 8.5 Nothing in this clause shall restrict or limit Bonsucro's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

9 TERMINATION

- 9.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, Bonsucro may at any time terminate this agreement with immediate effect by giving notice to the CB if:

- 9.1.1 the CB fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment; or
- 9.1.2 the CB commits a material breach of any material term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so; or
- 9.1.3 the CB repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
- 9.1.4 the CB suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- 9.1.5 the CB commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 9.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the CB (being a company); or
- 9.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
- 9.1.8 a person becomes entitled to appoint a receiver over the assets of the CB or a receiver is appointed over the assets of the other party; or
- 9.1.9 the CB (being an individual) is the subject of a bankruptcy petition or order; or

- 9.1.10 any event occurs, or proceeding is taken, with respect to the CB in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 9.1.4 to 9.1.9 (inclusive); or
 - 9.1.11 the CB suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 9.1.12 the CB (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
 - 9.1.13 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 9.2 The parties acknowledge and agree that any breach of clauses 4, 6 and 7 shall constitute a material breach of a material term for the purposes of this clause or if the CB should act in a way which brings Bonsucro's name or Certification Mark into disrepute.
- 9.3 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may terminate this agreement on giving not less than three months' written notice to the other party.

10 CONSEQUENCES OF TERMINATION

- 10.1 Other than as set out in this clause, neither party shall have any further obligation to the other under this agreement after its termination.
- 10.2 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including clauses 6, 7 and this clause 10, shall remain in full force and effect.
- 10.3 Termination of this agreement for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 10.4 On termination of this agreement for any reason, each party shall, as soon as reasonably practicable:
- 10.4.1 return or destroy (as directed by the other party) any documents, or other information or data provided to it by the other party for the purposes of this agreement. If required by the other party, it shall provide written evidence (in the form of a letter signed by its managing director or equivalent senior person with authority to bind the organisation) no later than 30 days after termination of this agreement that these have been destroyed and that it has not retained any copies of them;
 - 10.4.2 delete any proprietary software belonging to the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party; and

- 10.4.3 return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them.
- 10.5 Notwithstanding its obligations in this clause 10, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's confidential information or which it would otherwise be required to return or destroy under this clause 10, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain.

11 APPEALS

- 11.1 For the purposes of this clause, an appeal must be made by the CB and be directly related to a decision on an accreditation decision. All other matters will be regarded as complaints.
- 11.2 The CB has the right to appeal against an accreditation decision. Any decision should be made in writing to the CEO.
- 11.3 Any accreditation decision shall remain in force during the appeal process.

12 CONFIDENTIALITY

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2
- 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.
- 12.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 12.4 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.

13 REMEDIES

- 13.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14 FORCE MAJEURE

- 14.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 14.2 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing its obligations under this agreement, provided that if the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

15 LANGUAGE

- 15.1 This agreement is drafted in the English language. If this agreement is translated into any other language, the English language text shall prevail.
- 15.2 Any notice given under or in connection with this agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language text shall prevail unless the document is a constitutional, statutory or other official document.

16 NO PARTNERSHIP OR AGENCY

- 16.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

17 FURTHER ASSURANCE

- 17.1 At its own expense, each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

18 ASSIGNMENT AND OTHER DEALINGS PROHIBITED

- 18.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19 ENTIRE AGREEMENT

- 19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.

20 VARIATION

- 20.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21 SEVERANCE

- 21.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 21.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22 NOTICES

- 22.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or (in

any other case) its principal place of business, or sent by email to the other party's main email address.

- 22.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by email, immediately, or otherwise at 9.00 am on the second Business Day after posting.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.

23 COUNTERPARTS

- 23.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

24 THIRD PARTY RIGHTS (1999 ACT RIGHTS)

- 24.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 24.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

25 GOVERNING LAW AND JURISDICTION

- 25.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Signed by **NICOLAS VIART** on behalf of **BONSUCRO** } _____
Director of Standards & Innovation

Signed by on behalf of } _____
Director
.....
[insert name of CB]