

Form 3.1 – Application to be a Licensed Certification Body for CanadaGAP¹

[Note: This form is based on SCC's Management Systems Accreditation Program (MSAP): Certification Body Application Form [F 93.1.1] to facilitate cross-referencing by applicant CBs]

Section 1: Certification Body Information

CanadaGAP Office Use: Application #: _____ Date received: _____
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Name of Company: _____
(Legal/Corporate/Trading name & acronym)

Address:

Street: _____

City: _____ Province: _____

Postal Code: _____ Country: _____

Telephone: _____ Facsimile: _____

Email: _____ Website: _____

Section 2: Contact Information

1. Name of Person Completing Application: _____

Telephone: _____ Email: _____

2. Name of Organizational Contact: _____
(Public contact for posting to CanadaGAP Program website)

Telephone: _____ Email: _____

3. Name of Oversight Contact:
(Contact for CanadaGAP Program regarding performance reporting, scheduling, meetings, follow-up, etc.)

Telephone: _____ Email: _____

¹ CanadaGAP is an operating name of *CanAgPlus*, a Canadian not-for-profit (Corporation Number 822397-1).

4. Name of Financial Contact:

(Contact for CanadaGAP Program regarding reporting, billing, fees, etc.)

Telephone: _____ **Email:** _____

5. Name of Information Contact: _____

(Contact for CanadaGAP Program regarding registry of certified companies, etc.)

Telephone: _____ **Email:** _____

6. Name of Senior Executive: _____

Telephone: _____ **Email:** _____

Section 3: Legal Entity Status

1. Information from applicant Certification Body regarding Legal Status:

- Incorporated
- Private
- Registered Partnership
- Other

2. Part of larger legal entity:

- Yes** or **No**

If Yes,

- Subsidiary
- Division
- Affiliate

If Yes, Name of larger entity: _____

3. Controlling Ownership or Interest:

Country of control: _____

Names of foreign & domestic owners: _____
(Individuals &/or Corporations)

Location & extent of financial interest: _____

4. Date & Place of Incorporation or Registration:

Copy of articles of incorporation attached

5. Insurance Copies of certificates attached

6. Organizational information: (brief description of company & activities including audit, certification, training, consultation, etc.)

7. Current Organizational Charts:

- Legal entity chart (including related bodies)
- Organizational chart (by staff function & operational units)
- Organizational reporting chart (between staff functions, organizational units & related bodies)

8. Financial Information (evidence of financial stability)

- Financial statements attached
- Other (e.g., Annual Report) _____

Section 4: Accreditation Information

Please complete table below and check off (✓) applicable columns:

<i>Accreditation</i>	<i>Scope</i>	<i>Yes</i> ✓	<i>No</i> ✓	<i>In progress</i>	<i>Accreditation Body</i>	<i>Certificate attached</i>
ISO/IEC 17065						
Other (specify)						

QUALIFICATION

The applicant represents and warrants that it is fully qualified, staffed, capitalized, equipped and has the requisite authority to successfully establish and operate an auditing and certification system, and has the requisite experience to provide the services as contemplated by this application.

The applicant understands that among the requirements to function as certification body for the CanadaGAP Program, the certification body must obtain and maintain accreditation for CanadaGAP to ISO/IEC 17065, **and** meet all additional requirements that may be required of certification bodies by an external benchmarking program (e.g., Global Food Safety Initiative benchmarking requirements). The certification body's selected Accreditation Body must be signatory to the Multilateral Recognition Arrangement (MLA). The applicant acknowledges that such requirements may be revised from time to time and the applicant's obligations relate to the revised requirements as well.

MANAGEMENT SYSTEM

The applicant acknowledges that CanadaGAP has developed and maintains a management system to govern the Program and agrees to comply with and adhere to all policies and procedures as defined by the management system. CanadaGAP will provide the successful applicant with copies of all such policies and procedures.

INSURANCE

A successful applicant shall, at its sole expense, obtain and maintain, during the term of its license, the appropriate policies of insurance to fully protect the parties from and against all expenses, claims, actions, liabilities and losses arising out of the subjects covered by said policies of insurance, including:

- (a) Workers compensation insurance;
- (b) Comprehensive general liability insurance including coverage for bodily injury and damage to property;
- (c) Automobile liability insurance for all owned leased or rented licensed vehicles used in the performance of services;
- (d) Professional liability insurance (including errors and omissions insurance).

The licensee shall ensure that all auditors, whether employees or contractors, carry appropriate Auditor Liability Insurance.

TRAINING

The successful applicant shall ensure that all employees, contractors and subcontractors providing auditing and certification services to program participants attend and pass training courses specific to the CanadaGAP Program, in addition to other training requirements. The Certification Body is responsible to ensure that its potential CanadaGAP auditors have access to the CanadaGAP Auditor Training course, which may involve the CB (or a partner organization) in becoming a training provider using the CanadaGAP Auditor Training program materials and a qualified trainer approved by CanadaGAP. Training material relating to the CanadaGAP Program is the exclusive property of *CanAgPlus*, a Canadian not-for-profit corporation that operates CanadaGAP (Corporation Number 822397-1), and shall not be used for any purpose without obtaining CanAgPlus' prior written approval. Trainees who complete the CanadaGAP auditor training program must have a record of successful completion AND must be formally approved as auditors by CanadaGAP before they can begin auditing. Those who provide CanadaGAP auditor training must first be approved by CanadaGAP as qualified auditor trainers.

INTELLECTUAL PROPERTY

The applicant acknowledges that CanadaGAP and related Trade-marks are valid and enforceable and are the sole and exclusive property of CanAgPlus. CanadaGAP and related Trade-marks can be used only under the terms of the licensing agreement.

The applicant will not claim in any way, verbally or in writing, status as a certification body for the CanadaGAP Program until a fully executed licensing agreement with CanAgPlus is in effect.

The applicant acknowledges that CanAgPlus is the owner of copyright in the CanadaGAP Standard including but not limited to CanadaGAP Manuals, HACCP Models, Audit Checklists, training materials, etc. and agrees not to claim or assert any copyright interest in the CanadaGAP Standard.

COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

The successful applicant shall comply with any and all federal, provincial or territorial and local laws, regulations and ordinances and industry standards applicable to the operation of the audit and certification services contemplated by this application, including but not limited to those relevant to environmental matters, employment matters and privacy and protection of personal information. The successful applicant shall comply with all federal and applicable provincial or territorial Human Rights, Employment Standards, Workers' Compensation, Workplace Safety and Insurance and labour relations legislation.

The successful applicant shall, at its sole expense, obtain and maintain all permits and licenses which may be required under any applicable federal, provincial or territorial or local law, ordinance, rule or regulation by virtue of anything done in the provision of the audit and certification services contemplated by this application, and shall provide copies of same to CanadaGAP.

INDEMNIFICATION

The applicant shall indemnify and hold harmless CanAgPlus and the CanadaGAP Program, its directors, employees and those having a function in program activities, for any damage or loss resulting from, or in any way connected with, the licensing of the applicant by CanAgPlus for delivery of CanadaGAP Program services.

TERMINATION OF LICENSE

The applicant acknowledges that at any time during the term of a licensing agreement with CanAgPlus, CanAgPlus or the licensee each has a right to terminate the agreement by giving to the other party at least ninety (90) days prior written notice of such termination.

Name of Authorized Person

Signature

Date

Return completed form and all required attachments to:

CanadaGAP Program
c/o Executive Director
245 Menten Place, Suite 312
Ottawa, Ontario, Canada K2H 9E8
Tel: 613-829-4711, ext. 101
Fax: 613-829-9379
Email: info@canadagap.ca



NOTE: *Form 3.1* is also publicly available at: www.canadagap.ca.