

Contoh 1 : Pengisian Dokumen HCA

Pihak syarikat dimohon untuk melekatkan setem hasil



HALAL CERTIFICATION AGREEMENT

Halal Reference No. XXX-XX/XXXX

Sila isikan ruangan 'Halal Reference No.' dengan 9 angka terakhir dalam nombor rujukan halal pemohon

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

..... ABC SDN BHD

(Name of Halal Certification Holder)

Contoh 1 : Pengisian Dokumen HCA

“HALAL CERTIFICATION AGREEMENT”

Sila kosongkan ruangan yang diwarnakan kuning

THIS AGREEMENT made onDate (day) ofMonth and year.....

BETWEEN

THE GOVERNMENT OF MALAYSIA as represented by Jabatan Kemajuan Islam Malaysia (JAKIM) whose principal address is at Bahagian Pengurusan Halal (BPH), Level 6 and 7, Block D, Kompleks Islam Putrajaya (KIP), No.3, Jalan Tun Abdul Razak, Presint 3, 62100 Putrajaya, Malaysia (hereinafter referred to as "the Government") of the first part;

AND

Company’s Name.....ABC.SDN.BHD..... (Company Registration No.XXXXXX-X.....) whose principal address is at 178,HALAL TASEK TIMUR 12, KAMPUNG TERSUSUN TASEK , KAWASAN PERINDUSTRIAN TASE, 31400, IPOH PERAK DARUL RIDZUAN and who has been granted with a certificate (Halal Reference No: XXX-XX/XXXX) (hereinafter referred to as “the Client” of the other part.

The Government and the Client shall individually be referred as the “Party” and collectively referred to as the “Parties”.

WHEREAS-

- A. The Government through Bahagian Pengurusan Halal JAKIM (“BPH”) is the authority body in issuing Malaysia Halal Certificate for various products;
B. The Government is desirous to issue Malaysia Halal Certificate to the Client upon its conformity with the Halal Certification Requirements;

- C. The Client is desirous in seeking halal certification for its product upon terms and conditions set out in this halal certification agreement;
- D. Pursuant thereto, the Parties shall enter into this agreement, subject to and upon the terms and conditions as hereinafter provided.

NOW IT IS HEREBY AGREED as follows:

CLAUSE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Under this Agreement, unless the context otherwise requires, the following words and expressions under this Agreement shall have the following meanings:

“Agreement”	means this document of Halal Certification Agreement and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or anytime;
“Client Premise”	means premise used for or in connection with the preparation, preservation, packaging, storage (including warehouse), transportation, distribution or sale of any product;
“Certified Products”	means product which has undergone evaluation in

“Halal Certificate”	accordance with the scope of halal certification by the Government and complied with halal certification requirements;
“Halal Certification Requirement”	means requirements specified in reference documents for halal certification process include Manual for Procedure of Malaysia Halal Certification, related Malaysia standards, <i>fatwa</i> , circulars and regulations;
“Halal Logo”	means halal certification mark granted by the Government; and
“Product”	means product, services or premise which has been certified with halal certification.

1.2 Interpretations

Under this Agreement, except to the extent that the context otherwise requires:

- (a) reference to any law, legislation or to any provisions of any law and legislation shall include any statutory modification or re-enactment of, or any legal or legislative provision substituted for and all legal or statutory instruments issued under the legislation or provisions;

Contoh 1 : Pengisian Dokumen HCA

- (b) references to clauses, appendices and schedules unless otherwise provided are references to Clauses, Appendices and Schedules of this Agreement;
- (c) words denoting the singular shall include the plural and vice versa;
- (d) headings are for convenience only and shall not affect the interpretation thereof;
- (e) references to any document or agreement shall be deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (f) any reference to an “approval” is a reference to an approval in writing and “approved” shall be construed accordingly; and

CLAUSE 2
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

CLAUSE 3
SCOPE OF AGREEMENT

This Agreement is applicable to Malaysia Halal Certificate holders.

CLAUSE 4

COMMENCEMENT AND PERIOD OF AGREEMENT

This Agreement shall be deemed to have come to the effect on issuance date of Malaysia Halal Certificate and shall remain in force until Malaysia Halal Certificate expired, terminated or withdrawn by the Client.

CLAUSE 5

CLIENT'S OBLIGATIONS

- 5.1 The Client shall comply with any requirement that prescribed in Halal Certification Requirements.
- 5.2 The Client shall ensure that the certified products fulfil the Halal Certification Requirement during the validity of the Halal Certificate.
- 5.3 The Client shall agree to comply with the Halal Certification Requirements and implement any appropriate changes when required by the Government.
- 5.4 The Client shall make all the necessary arrangements for the Government to:
 - (a) conduct the evaluation (audit) and surveillance;
 - (b) have unlimited access (including documentation and records, relevant equipment, locations, areas, personnel and client's subcontractors) to ascertain continuing compliance with Halal Certification Requirements;
 - (c) conduct investigation pertaining to complaints; and
 - (d) allow the participation of observers (if applicable) to accompany and witness the audit process at the Client's Premise.
- 5.5 The Client shall agree to maintain the specification and scope of the Certified Product granted in the Halal Certificate.

- 5.6 The Client shall not use its halal certification in such a manner as to bring the Government into disrepute and shall not make any statement regarding its product halal certification that the Government may consider misleading or unauthorized.
- 5.7 The Clients shall comply with the Halal Certification Requirements in making communication media such as documents brochures or advertising.
- 5.8 The Client shall take any action to prevent from the misused of Halal Certificate and Halal Logo.
- 5.9 If the Client provides copies of Halal Certificate to others, the Halal Certificate shall be produced in their entirety or as specified in the certification scheme.
- 5.10 The Client shall keep a record of all complaints made known to it relating to the compliance with Halal Certification Requirements and makes these records available to the Government when requested, and:
- (a) take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with Halal Certification Requirements; and
 - (b) shall keep and maintain records of the action taken and shall submit the same to the Government upon request.
- 5.11 The Client shall immediately notify the Government without delay on any changes as stipulated in Halal Certification Requirements that may affect its ability with the compliance of Halal Certification.
- 5.12 Upon suspension, termination or withdrawal of the Halal Certificate, the Client shall discontinue its use of Halal Certificate or Halal Logo on product packaging or on any publication including the promotion and advertisement materials which contain

or make reference to the Halal Certificate or Halal Logo and shall return the Halal Certificate to the Government.

CLAUSE 6 GOVERNMENT'S OBLIGATION

The Government shall carry out the halal product certification activities in accordance with the Halal Certification Requirements.

CLAUSE 7 CONFIDENTIALITY

- 7.1 This Agreement and all such records, data, reports and all matters pertaining the certification activities shall be considered as confidential matter and shall not be disclosed to any third party without prior mutual agreement except where determined by the Government, the disclosure of such information is required by law or by any Government agency.
- 7.2 The obligation of confidentiality shall not apply to the information as stipulated in Halal Certification Requirements.

CLAUSE 8 TERMINATION OF AGREEMENT

- 8.1 The Agreement shall be terminated by the Government when the Client's Halal Certificate has been withdrawn or voluntary cancellation request by the Client.
- 8.2 In case the Client has more than one Halal Certificate, the Agreement shall be terminated in the absence of any enforce Halal Certificate.
- 8.3 With or without the written request by the Government, the Client shall;

- (a) cease use of all Halal Certificate and Halal Logo to all related certified product with immediate effect; and
 - (b) all rights reserved as Halal Certificate holder shall no longer apply.
- 8.4 Upon the termination of this Agreement, each Party's rights and obligations under this Agreement will cease immediately.

CLAUSE 9 TERMINATION ON CORRUPTION

- 9.1 Without prejudice to any other rights, if the Government is satisfied that the Clients, its personnel, servants, agents or employees is or are involved in corruption in relation to this Agreement, the Government shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the company.
- 9.2 Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.

CLAUSE 10 CLAIM

- 10.1 Any claim between the Parties arising out of any matter under this Agreement, unless it is in respect of the Government exercising its discretion, to be settled peacefully between the Parties and if such claim cannot be settled peacefully or otherwise, it may be referred to the Malaysia Halal Appeal Panel established by the Government (hereinafter referred to as "the Panel").

- 10.2 The Panel may invite independent experts to provide views, expertise or advice in respect of the matters in claim and any costs arising from them shall be borne by the Client.
- 10.3 The decision of the Malaysia Halal Appeal Panel Meeting is final and not appealable.

CLAUSE 11 AMENDMENT

No modification or amendment of this Agreement shall have any effect and force unless such modification or amendment made by mutual consent and made in writing specifically referring to this Agreement and duly executed by the Parties.

CLAUSE 12 NOTICE

- 12.1 Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or email of the Government or the Client, as the case may be, shown below or to such other address, or email as either Party may have notified the sender and shall unless otherwise provided herein be deemed to be duly given or made, in the case of delivery in person or by email, when delivered to the recipient at such address or email which is duly acknowledged:

To the Government

Diisi oleh Bahagian Pengurusan Halal

Address : BAHAGIAN PENGURUSAN HALAL, ARAS 6&7, BLOK D
KOMPLEKS ISLAM PUTRAJAYA, 62100 WILAYAH PERSEKUTUAN
PUTRAJAYA.

Email : pr_halal@islam.gov.my

To the Client:

Address : ABC SDN. BHD,
178, HALAL TASEK TIMUR 12, KAMPUNG TERSUSUN TASEK ,
KAWASAN PERINDUSTRIAN TASE, 31400, IPOH PERAK
DARUL RIDZUAN

Email : qa_dept@abcd.my

12.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

CLAUSE 13 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the Malaysian Courts.

CLAUSE 14 COMPLIANCE WITH THE LAW

The Client shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the Client by any authority competent to do so under any applicable law.

CLAUSE 15 SEVERABILITY

If any provision of this Agreement is held to be illegal or invalid under present or future laws or regulations effective and applicable during the term of this Agreement, such provisions shall be fully separable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

CLAUSE 16
COSTS AND STAMP DUTY

The Client shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

CLAUSE 17
WAIVER

No provision of this Agreement shall be waived or discharged unless the waiver or discharge is agreed to in writing and signed by the Parties. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

CLAUSE 18
SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their permitted legal assigns and successors-in-title by operation of law or otherwise.

CLAUSE 19
NO AGENCY RELATIONSHIP

The Parties have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Parties, nor create any fiduciary relationship between them for any purpose whatsoever.

CLAUSE 20
LIABILITY AND INDEMNITY

20.1 The Client agrees with the Government that:

- (a) the Client shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the activities and the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death;
- (b) the Client shall defend and hold harmless the Government and agrees that the Government shall not be responsible for any liabilities, damages, injuries, losses, costs and expenses including product liability claims suffered by any third party due to reliance to the Client's certified product; and
- (c) the Client shall be liable for any product failure of the certified product under this Agreement.

20.2 The obligations under this Clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

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Contoh 1 : Pengisian Dokumen HCA

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first herein before appearing.

Diisi oleh Bahagian Pengurusan Halal

Shahrizad Shafie

SIGNED for and on behalf of)(Signature).....
THE GOVERNMENT) (Name, Designation and Department's Stamp)

SHHRIZAD BIN SHAFIE
PENGARAH
BAHAGIAN PENGURUSAN HALAL
JABATAN KEMAJUAN ISLAM
MALAYSIA

In the presence of:

Adrian Gires

Diisi oleh Bahagian Pengurusan Halal

.....

Name of witness: **ADRIAN GIRES BIN DAUD**

NRIC No. : **870723-10-5679**

Designation and Department's Stamp : **ADRIAN GIRES BIN DAUD
PENOLONG PENGARAH KANAN
BAHAGIAN PENGURUSAN HALAL
JABATAN KEMAJUAN ISLAM MALAYSIA**

Rilla Melati Ef.

SIGNED for and on behalf of) (Signature)
THE CLIENT) (Name, Designation and Department's Stamp)

**RILLA MELATI BTE. EFFENDY
MANAGER
ABC SDN. BHD.**

In the presence of:

Nurasyima S.

.....

Name of witness: **NURASYIMA BT SAIYUTI**

NRIC No. : **890601-87-4560**

Designation and Department's Stamp : **NURASYIMA BTE. SAIYUTI
HALAL EXECUTIVE
ABC SDN. BHD.**