

Recognition Agreement for Laboratories

between

Verband Lebensmittel ohne Gentechnik e.V., Friedrichstraße 153 a, 10117 Berlin

- hereinafter "**VLOG**" -

and

Laboratory

- hereinafter "**VLOG Laboratory**" -

VLOG-Recognition No.: _____

- hereinafter collectively referred to as the "**Parties**" -

Definitions:

VLOG Standard

The current version of the VLOG "Ohne Gentechnik" production and testing standard can be accessed and printed out on the Internet at <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard>.

VLOG Guidelines

Guidelines for the VLOG recognition of laboratories in the currently valid version, available on the Internet and printable at

https://www.ohnegentechnik.org/fileadmin/user_upload/03_prueflabore/Guidelines_for_VLOG_Laboratories.pdf.

At the request of the VLOG laboratory, the document will be made available to it in printed form.

VLOG tests

Tests conducted by a VLOG-recognised laboratory in accordance with the requirements of the VLOG Guidelines

VLOG test report

Report issued by a VLOG-recognised laboratory regarding the testing of samples in accordance with the VLOG Guidelines

GMO

Genetically modified organism

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Laboratory Working Group

Working group composed of representatives of selected laboratories

Subcontracting

Subcontracting means that the VLOG laboratory itself is accredited for this parameter, but due to special circumstances such as a lack of laboratory employees or resources, it assigns this parameter to another VLOG laboratory accredited for said parameter.

Outsourcing

Outsourcing takes place if the outsourcing VLOG laboratory is not accredited for the parameter.

Penalty Committee

The Penalty Committee is appointed as a neutral body to determine penalty actions. The Penalty Committee comprises selected representatives of the user groups integrated into VLOG and an attorney designated by the VLOG head office. The Committee will always consist of five persons: an attorney (Chair) and one business representative from each of the following areas: the feed industry, the food processing industry and the food retailing industry, as well as a representative of a VLOG-recognised laboratory and a VLOG-recognised certification body.

Penalty procedure

The following documents (Annex 4) govern the procedure by which VLOG or the VLOG Penalty Committee imposes penalties:

- Guideline for dealing with violations
- Classification of violations by VLOG-recognised laboratories
- Penalties for violations by VLOG-recognised laboratories

These documents are available for print-out on the Internet at <https://www.ohnegentechnik.org/en/for-test-laboratories/recognition-laboratories/recognition-procedure>. Upon request by the VLOG laboratory, the document will be provided to the VLOG laboratory in printed form.

VLOG recognition and registration fee schedule

The VLOG recognition and registration fee schedule (Annex 3), as amended from time to time, governs fees and costs incurred under the contractual relationship with VLOG and are available for print-out on the Internet at <https://www.ohnegentechnik.org/en/for-test-laboratories/recognition-laboratories/recognition-procedure>. Upon request by the VLOG laboratory, the document will be provided to the VLOG laboratory in printed form.

Business day (based on the German definition)

Business days are all calendar days that are not Sundays or public holidays.

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Preamble

This Agreement governs the VLOG laboratory's cooperation with VLOG and the acceptance of test results and analytical reports by VLOG.

Section 1 Subject of the Agreement

- (1) The laboratory is recognised by VLOG upon conclusion of the Laboratory Recognition Agreement. If the VLOG laboratory is suspended under the penalty procedure, the VLOG laboratory shall continue to be recognised by VLOG, but may not conduct any VLOG tests during the suspension period.
- (2) The Parties agree that the VLOG Standard (Annex 5) and the Guideline for Laboratories (Annex 2) as well as the documents relating to the penalty procedure (Annex 4) as amended are the subject of this Agreement. All of the aforementioned annexes are part of this contract and are available on the Internet at <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard> (Annex 5) and at https://www.ohnegentechnik.org/fileadmin/user_upload/03_prueflabore/Guidelines_for_VLOG_Laboratories.pdf (Annex 2) and at https://www.ohnegentechnik.org/fileadmin/user_upload/03_prueflabore/c_erkennung_prueflabore/c1_erkennungsverfahren_prueflabore/Sanction_procedure_for_Laboratories.pdf (Annex 4).
- (3) The VLOG laboratory is only entitled to conduct VLOG tests and issue VLOG test reports during the VLOG recognition period and only as long as it has not been suspended under the penalty procedure.
- (4) VLOG accepts VLOG test reports regarding the fulfilment of the requirements of the VLOG Standard and the VLOG Guidelines.
- (5) VLOG shall identify the laboratory as a VLOG-recognised laboratory on a publicly accessible list on the VLOG website, at <https://www.ohnegentechnik.org/en/for-test-laboratories/recognised-laboratories>. If the VLOG laboratory is suspended under the penalty procedure, notice of the suspension shall be published on the VLOG website.
- (6) Within the scope of this Agreement, VLOG authorises the VLOG laboratory, for the duration of the recognition, to use the VLOG logo (Annex 1) on VLOG test reports as well as in service descriptions and advertisements in print and digital form. However, the VLOG association logo may be used only in connection with laboratory activities for which the VLOG laboratory is recognised in the VLOG system. The VLOG association logo may be used only in the form provided by VLOG. Changing the logo in any way is not permitted. It is imperative that the specified design is adhered to, for example with regard to the colour scheme. The printing template of the aforementioned logo are available on the VLOG website https://www.ohnegentechnik.org/fileadmin/ohne-gentechnik/Der_Verband/VLOG_Logo.svg.

Section 2 Obligations of the VLOG laboratory/meeting of requirements

- (1) When testing during the period of VLOG recognition, the VLOG laboratory agrees to comply with the requirements of the VLOG Standard and the VLOG Guidelines for VLOG-recognition of laboratories.

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- (2) The VLOG laboratory agrees to participate in interlaboratory tests in order to establish and maintain its recognition in the VLOG system in accordance with the specifications of the VLOG Guidelines for laboratories. The dates of such tests shall be set by VLOG.
- (3) The VLOG laboratory shall permit VLOG to have internal laboratory processes that are relevant for VLOG recognition audited by VLOG itself or by an individual authorised by VLOG. A corresponding VLOG laboratory audit shall take place with notice and at an agreed upon time.
- (4) The VLOG laboratory shall allow VLOG to have anonymised ("blind") samples tested by the VLOG laboratory to verify the VLOG laboratory's activities.
- (5) The VLOG laboratory undertakes to subcontract exclusively in accordance with the requirements specified in the Guidelines and exclusively to VLOG-recognised laboratories.

Section 3 Obligations of VLOG laboratories that exclusively outsource VLOG tests

A VLOG laboratory that exclusively outsources VLOG tests undertakes to organise the outsourcing of orders exclusively in accordance with the requirements listed in the Guidelines and to outsource exclusively to VLOG-recognised laboratories. With the exception of Sec. 2 Par. (2) and Sec. 2 Par. (5), all of the above-mentioned regulations shall apply.

Section 4 Disclosure of information

- (1) The VLOG laboratory undertakes to use an electronic database provided by VLOG for the purpose of simplified information sharing. The data exchanged between the VLOG laboratory and VLOG by means of the above-mentioned electronic database shall be protected against third-party access to restrict data access to the VLOG laboratory and VLOG. Details regarding the use of the electronic database are set out in the Guidelines.
- (2) The VLOG laboratory shall allow VLOG to publish anonymised data from the database referred to in Par. (1) in such a way that neither the VLOG laboratory nor the manufacturer and/or other distributors of the tested feed or food can be identified.
- (3) The VLOG laboratory agrees to be listed in a publicly accessible directory and in particular on the website at <https://www.ohnegentechnik.org/en/for-test-laboratories/recognised-laboratories> as a VLOG-recognised laboratory.
- (4) The VLOG laboratory agrees to disclose the award of subcontracts to VLOG on its own initiative.
- (5) The VLOG laboratory undertakes to immediately notify VLOG if the VLOG laboratory no longer meets the requirements for recognition pursuant to the VLOG Standard and the VLOG Guidelines. This information must be provided to VLOG within five working days of the discovery of the facts that justify the removal of the requirements for recognition. The VLOG laboratory shall bear the burden of proof to disclose this information.

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Section 5 Data protection and non-disclosure

- (1) VLOG is obligated to handle the transmitted data confidentially. Annex 6 ("Data Protection Notice for the VLOG Agreement") is an integral part of this Agreement.
- (2) The General Data Protection Regulation (EU) No. 2016/679 harmonises the regulations for processing personal data by private companies and public bodies throughout the EU. "Personal Data" means any information relating to an identified or identifiable natural person. With regard to the personal data transferred by the VLOG laboratory to the VLOG database, the VLOG laboratory shall ensure that all relevant obligations according to the GDPR are fully complied with, for example by obtaining, where necessary, appropriate consent from the individuals concerned. VLOG may request proof that and how the VLOG laboratory is fulfilling its obligations at any time.
- (3) The general data protection provisions of the European Union apply.

Section 6 Contract term/termination of the Agreement

- (1) The Recognition Agreement is concluded for an undetermined period of time. It may be cancelled by either party without giving a reason with a notice period of three months before year's end. The notice of termination must be in writing, in electronic form or in text form (e.g., by e-mail).
- (2) This Agreement may also be terminated by VLOG for cause during the term of the Agreement with immediate effect, whereby the written form shall apply to the extraordinary termination and VLOG shall bear the burden of proof for providing the termination notice. Termination may be issued on the basis of the following cases:
 - a) If it is determined that the VLOG laboratory acted wilfully or in gross negligence to issue a VLOG test report even though the requirements of the VLOG Standard and the VLOG Guidelines were not met.
 - b) If it is determined that the VLOG laboratory does not have the necessary expert knowledge to carry out GMO testing in accordance with the requirements of the VLOG Standard and the VLOG Guidelines.
 - c) In the event that the prerequisites for extraordinary termination in accordance with the "Consequences of acting in breach of this Agreement" are met.
 - d) In the event that the proof necessary to maintain recognition (for example, accreditation, successful participation in interlaboratory tests) cannot be provided.
 - e) In the event that a VLOG invoice for recognition fees, penalty payments or laboratory audit costs has not been paid in full by the VLOG laboratory two weeks or 12 business days after the second overdue notice, along with the overdue fines.
- (3) The VLOG laboratory shall be able to terminate this Agreement for cause without giving a reason, effective at the end of the month following the written termination. Paid recognition fees shall not be refunded. The timeliness of the termination notice does not depend on the date of its dispatch, but on the verified date of its receipt.

Section 7 Fees and other costs

The VLOG laboratory agrees to pay the recognition fees and costs for laboratories in a timely manner as set out in the VLOG Recognition and Registration Fee Schedule (Annex 3). Sections 1. and 1.1 of these fee regulations are part of this contract and can be accessed on the Internet at <https://www.ohnegentechnik.org/en/for-test-laboratories/recognition-laboratories/recognition-procedure>.

Section 8 Penalties

- (1) The documents relating to the sanction procedure (Annex 4) are an integral part of this agreement and are available on the Internet at https://www.ohnegentechnik.org/fileadmin/user_upload/03_prueflabore/c_1_erkennungungsverfahren_prueflabore/Sanction_procedure_for_Laboratories.pdf.
- (2) Penalties shall be imposed against the VLOG laboratory in accordance with Annex (4) if VLOG or the Penalty Committee, taking all the available information into consideration and having heard the VLOG laboratory, comes to the conclusion that the VLOG Standard and/or the VLOG Recognition Guideline has been violated. The VLOG laboratory agrees to accept all penalties and take the corrective actions imposed. The VLOG head office and/or the Penalty Committee shall evaluate the violations.

Section 9 Liability

- (1) The VLOG Laboratory is obligated to indemnify internally or, respectively, compensate VLOG from all third-party claims that are based on an infringement of a right in connection with the use of the VLOG Standard and the VLOG Guideline. The liability indemnification shall also apply to product liability claims. Furthermore, the VLOG laboratory shall reimburse VLOG for any costs incurred by VLOG through a corresponding legal defence.
- (2) Beyond the foregoing, VLOG gives no warranty – unless otherwise indicated by the general liability provisions of Section 10 of this Agreement. This shall apply, but not exclusively, to the following:
 - a) non-compliance with the VLOG Standard and the VLOG Guidelines by the VLOG laboratory and any resulting assertion of claims by third parties (e.g., certified businesses, purchasers of the certified business' products, product groups or services);
 - b) the activity of the VLOG laboratory;
 - c) the legal feasibility of the VLOG Standard and the VLOG Guidelines in an individual case (e.g., due to mandatory requirements of labour law) and
 - d) faulty statements in the VLOG Standard and the VLOG Guidelines.

Section 10 Other liability

- (1) VLOG shall be liable for the breach of contractual and non-contractual obligations in accordance with the provisions of law, unless otherwise provided in this Agreement, including the following provisions.

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- (2) Within the scope of fault liability, VLOG shall be liable for damages only in the case of wrongful intent and gross negligence. For simple negligence, VLOG shall only be liable in accordance with the provisions of law, subject to a more lenient standard of liability (e.g., for care in its own affairs),
 - a) for damages due to loss of life, bodily injury or impairment of health und
 - b) for damages for a not insignificant breach of a cardinal contractual obligation (an obligation the fulfilment of which enables the proper performance of the Agreement in the first place and on compliance with which the VLOG laboratory regularly relies and may rely); however, in this case, VLOG's liability shall be limited to compensation for foreseeable, typically occurring losses.
- (3) The limitations on liability under Section 7 (2) of this Agreement shall also apply to breaches of duty by or for the benefit of persons for whose fault VLOG is responsible under the provisions of law (e.g., members of governing bodies or employees of VLOG). They shall not apply to the extent that VLOG acts fraudulently or has given a guarantee.

Section 11 Reservation of the right to make changes

- (1) VLOG shall be entitled to amend the provisions of this Agreement, the VLOG Guidelines, the VLOG Standard, the VLOG recognition and registration fee schedule and the documents relating to the penalty procedure with six weeks' advance notice, and the VLOG Standard with 15 weeks' advance notice, if it becomes apparent that certain provisions are no longer practicable or if legal requirements, changes in the case law of the highest courts, changes in market conditions, the removal of interpretation ambiguities or the assurance of compliance with the criteria of the VLOG Standard require such a change. The respective change will be announced to the VLOG laboratory in writing, in electronic form or in text form (e.g., email). The VLOG laboratory shall be expressly notified that the respective change becomes part of the VLOG laboratory Recognition Agreement between the parties if the VLOG laboratory does not oppose it in writing, in electronic form or in text form (e.g., email) within six weeks or, in the case of the VLOG Standard, within 15 weeks from the time the change is announced. If the amended version of the VLOG Standard provides for a longer transition period, it shall apply mutatis mutandis. The VLOG Standard expert group or the working group on laboratories will be consulted before any substantial changes to the VLOG Standard and the VLOG Guidelines are made.
- (2) If the VLOG laboratory does oppose the amendment, each Party shall have the right to terminate the Agreement effective at the end of a calendar month by giving three months' notice in advance. The Agreement will be continued in the then existing version until its expiration.

Section 12 Rescission of previous agreements

Previous contractual recognition agreements between the VLOG laboratory and VLOG shall be rescinded upon the conclusion of this Recognition Agreement.

Section 13 Choice of law, place of jurisdiction, severability

- (1) Exclusively German law shall apply, to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of jurisdiction shall be that applying to VLOG's place of business.

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- (3) If there are gaps in the Agreement, legally valid provisions shall be deemed to have been agreed upon to fill these gaps, which the Contracting Parties would have agreed upon in the spirit of the economic objective and purpose of the Agreement if they had been aware of the gaps in the provisions.
- (4) No oral or written supplementary agreements were or will be concluded with regard to this Agreement. The annexes listed below, as amended from time to time, are an integral part of this Agreement.

Section 14 Annexes and Acknowledgement of Annexes

- (1) All annexes are an integral part of this Agreement.
- (2) Mailing of the following annexes is dispensed with:
 - a. Annex 2 contains the guidelines for testing laboratories, which can be accessed via the link https://www.ohnegentechnik.org/fileadmin/user_upload/03_prueflabore/Guidelines_for_VLOG_Laboratories.pdf.
 - b. Annex 3 is the VLOG Contribution Regulations Recognition and Registration, which can be accessed via the link <https://www.ohnegentechnik.org/en/for-test-laboratories/recognition-laboratories/recognition-procedure>.
 - c. Annex 4 contains the documents on the sanction procedure, which can be accessed via the link https://www.ohnegentechnik.org/fileadmin/user_upload/03_prueflabore/c_1_anerkennung_prueflabore/c1_anerkennungsverfahren_prueflabore/Sanction_procedure_for_Laboratories.pdf.
 - d. Annex 5 is the VLOG Standard, which can be accessed via the link <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard>.
 - e. Annex 6 is the document "Data Protection Notices for the VLOG Agreement", which can be accessed via the link <https://www.ohnegentechnik.org/data-protection-notice>.
- (3) By signing the Recognition Agreement for Laboratories, the VLOG laboratory additionally confirms that it has accessed and taken note of all annexes and agrees with their content.

VLOG:

Place/Date

Signature

VLOG laboratory:

Place/Date

Signature

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Annexes

- (1) [VLOG logo](#)
- (2) [VLOG Guidelines for VLOG recognition of laboratories](#)
- (3) [VLOG Recognition and registration fee schedule](#)
- (4) [VLOG Penalty procedure for laboratories](#)
- (5) [VLOG Standard](#)
- (6) [Data Protection Notice for the Recognition Agreement for Laboratories](#)