



JMUIM HALAL PAK SERVICE AGREEMENT

With

Clients

CLIENT SERVICE AGREEMENT

For [**Name of Client**] to acquire Halal Certification and Audit Services from Established Halal Certification Body (JMUIM HALAL PAK) in Islamic Republic of Pakistan.

THIS CLIENT SERVICE AGREEMENT is made and executed on this ___ day of _____ 2020, in accordance with the Relevant business laws of Islamic Republic of Pakistan, by and between the Parties mentioned in Article 1 of this document.



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Article 1. PRINCIPAL PARTIES

1.1. JMUIM HALAL PAK

A.	Name	JMUIM HALAL PAK. (hereinafter called "[JMUIM HALAL PAK]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Halal Certification Body"
B.	Address	Mansoorah Multan Road Lahore
C.	Business Registration Number	1376
D.	Telephone	042-35252344/ 03344292699
E.	Legal Representative	Zubair Farooq
(Hereinafter referred to as the "JMUIM HALAL PAK")		

1.2. [NAME OF CLIENT]

A.	Name	[Name of Client] (hereinafter called the "[name of client]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called the "Name of Client".
B.	Address	
C.	Business Registration Number	
D.	Telephone	
E.	Legal Representative	
(Hereinafter referred to as the "Client")		

WHEREAS;

- ◆ The Client (as defined hereunder) intends to appoint / has appointed the JMUIM HALAL PAK for providing Halal certification and audit services; hereinafter called the "Services" detailed in clause 3.1 of this document; and other obligations mentioned in clause 3.2 of this document will be under the responsibility of [client's Name].
- ◆ The Parties have agreed to join hands in the form of a Client Service Agreement to provide the said professional services.



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Article 2. DEFINITIONS

In this document, following words and terms shall have the meanings as ascribed to them hereinafter:

2.1. Client

Means the firm, company or body named in [Article 1] and none other, except its legal successors and permitted assigns.

2.2. JMUIM HALAL PAK

Shall mean the Jamia Markaz-e-uloom-e-Islamia Mansoorah, Halal Pakistan as Halal certification body (HCB).

2.3. [Name of Client]

Shall mean **Client** defined in clause 2.1.

2.4. Parties

Means the bodies which have agreed to this Agreement.

2.5. Laws of Islamic Republic of Pakistan

Shall mean relevant laws, regulations, ordinances and any other legal writings of the Islamic Republic of Pakistan as amended or re-enacted from time to time.

2.6. Services

Means all the services to be performed in accordance with this document, any Terms of Reference or the contract, as the case may be.

2.7. Service Agreement

Means the agreement between the Client and the JMUIM HALAL PAK for the provision of Halal certification and auditing services.

Article 3. OBLIGATIONS

3.1. JMUIM HALAL PAK

JMUIM HALAL PAK is responsible for provision of professional and impartial Halal certification and auditing services that include;

- 3.1.1. Initial Certification Audit,
- 3.1.2. Surveillance Audit,
- 3.1.3. Special Audits,
- 3.1.4. Renewal Audits,
- 3.1.5. Product Analysis.



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3.2. [name of Client]

For satisfactory performance of aforementioned services, the Client shall be responsible for the following;

- 3.2.1. Access to all information required by the HCB to execute services defined herein,
- 3.2.2. Conformance with relevant applicable standard(s) and Client's own operating procedures,
- 3.2.3. Payment in accordance to fees policy of the HCB and after receiving invoice within a given period.

Article 4. CONFIDENTIALITY

- 4.1. Both Parties shall agree to treat all information in accordance with this document as 'Exclusive and Confidential' between them and that the information regarding the project/process will not be shared with / disclosed to any other third party throughout term of this agreement and even after its termination.
- 4.2. Both Parties shall not disclose any information about the terms of the agreement or the policies, prices, systems, methods of operation, or contractual agreements.

Article 5. RELATIONSHIP

- 5.1. [Name of Client] understand and agree that the JMUIM HALAL PAK is an independent HCB and is not an employee, agent or servant of the [Name of Client], nor is the JMUIM HALAL PAK entitled to [Name of Client] employment benefits.
- 5.2. JMUIM HALAL PAK understands and agrees that the JMUIM HALAL PAK is not entitled to workers' compensation benefits. As an Independent HCB, JMUIM HALAL PAK agrees that:
 - 5.2.1. Unless otherwise specified, the HCB does not have the authority to act for the Client, or to bind the Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Client.
 - 5.2.2. The HCB has and hereby retains control of and supervision over the performance of HCB's obligations hereunder and control over any persons employed or contracted by HCB for performing the Services herein.

Article 6. GOVERNING LAWS

- 6.1. The validity and performance of this agreement shall be constructed in accordance with, and governed by, the laws of Pakistan.
- 6.2. If there is any change in the applicable law, which may create any additional interest or privileges for the Parties, the Parties shall take every appropriate measure necessary to procure the HCB to take advantage of such interest or privileges, or to enable the HCB to assist the Parties benefiting from and enjoying such interest or privileges.

Article 7. HEADINGS

- 7.1. The headings of the articles of this Agreement are inserted for convenience of reference only, and do not form a part of this agreement, and shall not in any way affect or be considered in the interpretation hereof.

Article 8. TERM / TENURE



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8.1. The term of this Agreement shall be from _____, 2020 to _____, 2023. The Agreement may be terminated earlier by either parties through the termination provisions provided herein.

Article 9. TERMINATION

9.1. In the following cases, this Agreement shall be terminated in accordance with the regulations and procedures set forth in the Laws of Pakistan when:

- 9.1.1. The Parties agree to discharge themselves of the performance of their agreed obligations under this agreement through negotiations duly approved by the Licensing Authority or any other competent Pakistani authority and in accordance with the Laws of Pakistan;
- 9.1.2. Upon occurrence of any of the circumstances as provided in Agreement hereof, which may lead to the termination of this Agreement;
- 9.1.3. The court declares the termination of this Agreement; or
- 9.1.4. The registration of Client is withdrawn by the Licensing Authority or any other competent Pakistani authority, in accordance with the Laws of Pakistan.

Article 10. SIGNING

- 10.1. This Agreement is signed in Lahore, Pakistan.
- 10.2. The Agreement is written in English. One original of text shall be retained by each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the date above written.

<p>SIGNED AND SEALED</p> <p>_____</p> <p>For and on behalf of JMUIM HALAL PAK</p> <p>Full Name:</p> <p>Position:</p>	<p>SIGNED AND SEALED</p> <p>_____</p> <p>For and on behalf of [Name of Client]</p> <p>Full Name:</p> <p>Position:</p>
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