



Halal Certification Terms & Conditions **Endorsement Sector**

HALAL ASSESSMENT COUNCIL (GUARANTEE) LIMITED
26 B, Retreat Road, Bambalapitiya, Colombo 04, Sri Lanka

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Stages of Halal Certification

INQUIRY

- Inquiry for Halal Certification through the following Channels
 - Phone Call - (94) 117 425 225
 - Email - info@hac.lk
 - Web - www.hac.lk



APPLICATION SUBMISSION

- Submission of letter of Intent by applicant
- Issue of Halal Certification Terms & Conditions and application by HAC
- Handover the completed application documents to HAC by applicant



PROCESSING

- Processing & Verification of the application
- Conducting Certification Audit at the premises



CERTIFICATION

- HAC Certification Decision Committee approval
- Issuing Halal Certificate upon approval



POST CERTIFICATION

- Conducting announced / un-announced periodic audit(s) as surveillance
- Updating HAC on any changes in the current application by the Halal certificate holder



RENEWAL

- Submission of renewal request/application by the Halal certificate holder before expiry of the Halal Certificate

0.0 REVISION HISTORY AND APPROVAL

Rev.	Nature of changes	Approval	Date
01	Original	CEO	2017-12-21

These Terms & Conditions shall be known as the 'Halal Certification Terms & Conditions' for the Endorsement Sector of Halal Assessment Council (Guarantee) Limited (hereinafter referred to as 'HAC')

1.0 APPLICABILITY / SCOPE

- 1.1 These Terms & Conditions apply to Halal certification of any applicant under the Endorsement Sector.
- 1.2 Endorsement sector shall include imported finished products related to food, personal and health care for sale in its original condition without any repacking or any other process in Sri Lanka. In respect of which a halal certificate has been issued by HAC recognized foreign halal certification body.

2.0 CERTIFICATION REQUIREMENTS

2.1 General

- 2.1.1 The process of obtaining the Halal certification and maintaining compliance throughout the certification is summarised in **Appendix A**.
- 2.1.2 Halal certification process commences upon the submission of a completed application form issued by HAC.
- 2.1.3 The application form shall be completed in accordance with the guidelines set out in the application form. Those applicants who have not completed in accordance with the guidelines or unsupported by necessary documents or without the application fee will be rejected.
- 2.1.4 The top management of the applicant shall clearly understand the Halal Certification Terms & Conditions mentioned herewith in and communicate the same to all levels of staff.
- 2.1.5 Strict confidentiality regarding all matters shall be maintained by HAC at all times.
- 2.1.6 The names of all the products applied for Halal Certification by the applicant must be consistent with the names printed on the packaging label.
- 2.1.7 All the products imported and marketed under the same brand name shall be endorsed/certified by HAC.
- 2.1.7 If the applicant imports Halal and non-Halal products in the same brand, then the applicant has to fulfil the following requirements in order to process the application;
 - I. All Halal products shall be transported, stored, handled, processed, used etc. with no cross contamination with non-Halal items.
 - II. Brand name shall be different for meat and meat based products
 - III. Non-meat products shall be clearly labelled as NOT CERTIFIED by HAC
- 2.1.8 The applicant shall be the "sole agent" for the applied consumer brand.
- 2.1.9 HAC shall not endorse any Halal foods / products that are named or synonymously named such as ham, bacon, beer, rum, and any such other names that might create confusion among Halal consumers.
- 2.1.10 The applicant shall maintain a file marked 'Halal' that includes updated documents / records mentioned in the Clause No. from **2.2.4** to **2.2.6** for all the products along with the relevant approvals from HAC. This file shall be made readily available to the official(s) from HAC at the audit(s).

2.2 Halal Requirements

- 2.2.1 HAC reserves the right to decide on what constitutes Halal and matters connected to the ingredients / raw materials, products applied for halal endorsement.
- 2.2.2 The applicant/ certificate holder shall adhere to all the requirements detailed in HAC's "**General Guidelines for the Handling and Processing of Halal Food (HAC/STD/03)**"

- 2.2.3 Non-Halal products / ingredients / raw materials shall not be handled, stored, used, sold, or brought under any circumstances inside the premises to which Halal Certificate is applied.
- 2.2.4 All applied products for halal endorsement shall be supported by a valid halal certificate stating clearly the designated manufacturing plant or details of consignments issued by a Halal certification body recognized by HAC,
- 2.2.5 Apart from the HAC recognized halal certificate following documents may be required to confirm the halal status:
- I. Product specification/ material safety data sheet (MSDS);
 - II. Process flow chart of the product;
 - III. Any other document required by HAC;
- 2.2.6 In addition to Halal Certificate following documents required for animal based products:
- I. Certificate of Health
 - II. Certificate of Country of Origin
 - III. Packing List
 - IV. Other documents as required by HAC
- 2.2.7 An analysis report from a laboratory recognized by HAC may be required upon notice by HAC to confirm that the product or raw material or ingredient does NOT contain any non-Halal items (e.g. pig, pig derivatives, ethanol etc.). The product sample(s) for testing shall be taken by HAC personnel only and sealed with the respective security seal. The applicant shall bear all costs of such laboratory test/s.
- 2.2.8 The applicant shall ensure that the supporting halal certificates from recognized foreign halal certification bodies accompanying the products/ consignment/ shipment intended to be endorsed shall contain the following information;
- I. Name, address and contact details of Halal certification body;
 - II. Halal certificate number;
 - III. Date of issuance of certificate;
 - IV. Date of expiry (if any);
 - V. Official signatory;
 - VI. Name and address of manufacturer;
 - VII. Product description
 - VIII. Name and address of exporter
 - IX. Name and address of importer
 - X. Name and address of Establishment / plant No.
 - XI. Date of manufacture / slaughter;
 - XII. Product quantity;
 - XIII. Consignment number / Lot No.
 - XIV. Net mass (To specify no. of smallest cartons / boxes / drums);
 - XV. Name and number of transport medium,
 - XVI. Departure Port / Airport.

Note: item no. VIII to XVI shall be applicable for meat and meat based products apart from the above.

- 2.2.9 All products applied for halal endorsement shall be properly packed in original cartons/packaging, sealed and labelled legibly in English and the product information mentioned in the packaging label shall be tallied with the information provided in the Halal certificate for the identification and traceability.
- 2.2.10 The applicant shall establish and maintain the following documents and records of the imported product for the purpose of audit and shall be shown to HAC official on request;
- I. License from the relevant applicable authorities e.g. importing license
 - II. Veterinary health certificates (for meat-based products)
 - III. Product specifications including manufacturer details, batch number, manufacturing date and expiry date of the product applied for endorsement
 - IV. Shipment invoices;
 - V. Airway Bill or Bill of Lading
 - VI. Packing lists
 - VII. Net mass (To specify no. of smallest cartons / boxes / drums);

- 2.2.11 Hygiene, sanitation and product safety are prerequisites for halal products. It includes the various aspects of personal hygiene, clothing, utensils, machinery & storage of products.
- 2.2.12 During preparation, handling, processing, packaging or transportation, the products must be in clean condition and no cross contamination with any non-Halal ingredients / raw materials / products according to Halal requirements.
- 2.2.13 All Halal meat and animal based products shall be transported or distributed to any other premises separately without having any Non-Halal products/items that will likely to cause cross-contamination.
- 2.2.14 No other operator shall be allowed the usage of Halal Certified premises without prior written approval from HAC.

2.3 Staffing Requirements

- 2.3.1 The applicant shall establish a Halal Assurance Team (HAT) of 3 to 5 persons, comprising a leader (preferably Procurement Manager / Logistic Manager) appointed by the management, a relevant officer who is aware of Halal and Haram concept and other relevant personnel from multi-disciplinary background, to ensure that the Halal Certification Terms & Conditions of HAC are adhered to at all times.

Note: In a small business entity, the team may be made up of the owner and one or two other persons.

- 2.3.2 The applicant shall ensure that at least three members of the Halal Assurance Team (HAT) participate in the induction meeting conducted by HAC.
- 2.3.3 HAC shall station a supervisor, if it deems necessary, who will be responsible to supervise the whole place and process. The supervisor shall be solely responsible to HAC and shall be allowed free access at all times to all required areas.

3.0 CERTIFICATION / RECERTIFICATION AUDIT

- 3.1 The applicant **shall first start operation** before any certification audit can be conducted by HAC official(s).
- 3.2 The scope of certification audit covers the following:
 - I. Receiving of products
 - II. Cleanliness, sanitation and food safety
 - III. Storage and dispatching of finished goods
 - IV. Warehouse and logistics
 - V. Overall premises
 - VI. Documentation
 - VII. Interview of staff in different levels
- 3.3 HAC will conduct the certification audit(s) with advance notice. If the proposed date is not agreeable by the applicant, the requested date by the applicant will be based on the availability. Repeat audit(s) will be conducted when necessary.
- 3.4 The applicant shall fully co-operate with the HAC officers at all times by providing all relevant information. All original documentation and records, including the documents listed per **Appendix B** shall be produced on request.
- 3.5 The certification audit process shall be as follows;
 - I. Opening meeting
 - II. Site audit
 - III. Check back audit trail and verify further documentation
 - IV. Evaluation of findings by HAC official(s) in preparation for the closing meeting
 - V. Closing meeting

- 3.6 Those who are attending the opening and closing meetings on behalf of the applicant shall be members from the management and the Halal Assurance Team (HAT) who have been authorized to ensure that corrective actions shall be taken, if non-conformities are found.
- 3.7 A report will be issued, if necessary to the applicant within five working days upon completion of the certification audit. If the applicant fails to respond to the report within the given time frame the processing of the application further will be stopped without any prior notice. The processing of the file will be rescheduled to the queue in a first come first serve basis where the applicant who had not responded within the time frame will fall into the next available slot. In this regard HAC will not be responsible for any delays of the certification process of the applicant who defaulted responding to the report on time.

4.0 NON-CONFORMITY

Failure to meet any of the Terms & Conditions mentioned herein will be considered as a **Non-Conformity**.

There are 3 levels of non-conformities:

4.1 Minor Non-Conformity:

- I. Failure to meet the requirements in the storage
- II. Lapse in the cleanliness of premises, equipment, employees or surrounding environment and a lapse in general sanitation, hygiene or pest control.
- III. Failure to maintain the Halal file mentioned in the Clause No 2.1.10.

4.2 Major Non-Conformity:

- I. Change in products and / or suppliers / manufacturers without the consent of the HAC.
- II. Use of HAC Halal Logo for products where the certification is yet to be provided.
- III. Change / relocation of premises / stores / etc. without prior consent of HAC.
- IV. Failure to meet with staffing requirements, mentioned in section No. 2.3.
- V. Failure to meet post certification requirements mentioned in Clause No. 6.1.1 and 6.1.2

4.3 Serious Non-Conformity:

- I. Failure to meet the Halal requirements mentioned in Section No. 2.2
- II. Sufficient physical evidence exists to indicate the storage / usage / production of non-Halal items raw materials / products. Such as pork & pork based products, non-Halal meat or alcoholic beverages.
- III. Altering or tampering any information on the HAC or any other recognized Certification Bodies' Halal Certificate, or any other relevant documents.
- IV. Forgery or reproduction of HAC Halal Certificate
- V. Not co-operating with the official(s) of HAC to carry out their duties.

4.4 Corrective Actions

- 4.4.1 In case of a new applicant; the applicant will be requested to take remedial measures recommended by HAC.
- 4.4.2 In case of an existing certificate holder; the following measures shall be taken.
- I. A report will be issued by HAC for correction / corrective action to be made immediately or within a stipulated period.
 - II. Follow-up audit(s) shall be carried out to verify the effectiveness of correction/corrective action if deemed necessary.
 - III. If no action was taken before the given time frame by the certificate holder the certificate shall be **suspended** or **withdrawn** without any further notice.
- 4.4.3 Suspended party may request for a review following the suspension period, which will be considered on its merits.

- 4.5 **In any case if any non-Halal items such as pork, non-Halal meat or alcoholic beverages are found to be stored, used or processed in a HAC certified premises the certification will be withdrawn.**
- 4.6 In the event of cancellation of the certificate, actions will be taken as per **Clause No 8.2.**

5.0 APPROVAL

- 5.1 Halal Certificate shall be issued to the applicant only after the HAC officials have satisfactorily completed the certification process and has been approved by the Certificate Decision Committee of HAC.
- 5.2 The applicants will be notified regarding the status of the application via a letter or an e-mail.
- 5.3 Successful applicants will be informed to collect the Halal Certificate(s) from the HAC Office.
- 5.4 Unsuccessful applicants may re-apply via the same procedure following which, HAC will conduct another round of certification process.

6.0 POST CERTIFICATION

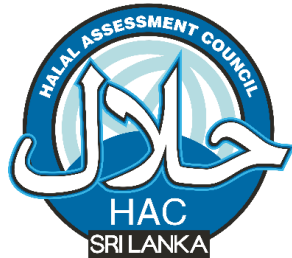
6.1 General

- 6.1.1 The Halal Certificate holder shall comply with all the Halal Certification Terms & Conditions of HAC at all times.
- 6.1.2 HAC will conduct announced / unannounced periodic audits(s) / inspection(s) as surveillance following the award of certification and the applicant shall provide full co-operation by providing easy passage and any relevant information required. Repeat audits and inspections shall be conducted when necessary. HAC's official(s) shall be allowed free access at all times to all required areas.
- 6.1.3 The Halal certificate holder shall be entitled to change or add products (i.e. brand, manufacturer, suppliers etc.) only after obtaining the approval of HAC in writing. All new products shall be substantiated with documents as mentioned in Clause No. 2.2.8.
- 6.1.4 The Halal certificate holder shall obtain the prior written approval from HAC to include new products
- 6.1.5 Following shall be adhered for meat and animal based products
- a. The client shall apply for approval for meat and animal based products from HAC on - consignment basis.
 - b. The client shall notify HAC the arrival dates of consignment/s with the relevant consignment documents prior to arrival of consignment/s.
 - c. Client shall submit the relevant consignment's pictures depicting the following details;
 - i. Name of the product with brand name
 - ii. Manufacturer name and address
 - iii. Plant number
 - iv. Lot/ batch number
 - v. Etc.
 - d. HAC may conduct an audit at applicant's premises upon arrival of the said consignment/s.
 - e. HAC shall approve the consignment after the confirmation of compliance & issue the approval notice to the certification holder.

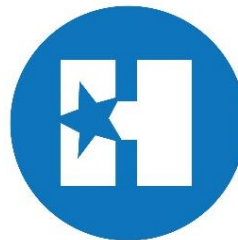
- 6.1.6 Any changes to the information given in the application form regarding particulars of Halal Assurance Team (HAT), contact details, etc., shall be submitted to HAC prior to change.
- 6.1.7 If a Halal Certificate (as in Clause No. 2.2.8) submitted for a product is expired, the Halal certificate holder shall submit the renewed Halal Certificate to HAC soon after expiry.
- 6.1.8 Any change to the location of the certified premises without prior written approval will invalidate the Halal Certificate and a new application has to be submitted for the new location.
- 6.1.9 Prior written approval from HAC shall be obtained if the premises / machinery is to be used by any other operator(s).
- 6.1.10 The Halal Assurance Team (HAT) of the certificate holder shall conduct an internal audit to review compliance with the Halal certification requirement at least once a year and the Audit Report shall be made available for review by HAC officials.
- 6.1.11 Halal certificate holder shall analyse all the complaints received from its customers with regard to its halal certified products.
- 6.1.12 In the event of any complaint against the Halal certificate holder with regard to compliance with the HAC's Halal Certification Terms & Conditions by a consumer HAC may call for a written explanation from the Halal certificate holder who shall provide the same.
- 6.1.13 Halal certificate holder shall conduct a Management Review to review the adequacy and effectiveness of maintaining the halal certification requirements, at least, once a year.

6.2 Halal Logo and Publicity

- 6.2.1 The Halal Certificate holder may use one of the following HAC Halal logo (s) in readable format according to exact specification. The detail specification will be given after certification approval.



Arabic Halal logo



H - Halal logo

- 6.2.2 HAC's Halal Logo and / or any part of it are the property of HAC. All parties interested to use or reproduce the HAC's Halal Logo and or any part of it in any kind, shall get prior written approval from HAC.
- 6.2.3 Usage of HAC logo in any published materials, posters, advertisement and signage shall be done in an ethical manner. Instructions shall be always obtained from HAC in this regard.
- 6.2.4 The Halal certificate holder shall use the Halal logo only in packaging material as long as its certification remain valid and in force. Halal certificate holder shall not use the logo where its certificate is withdrawn or suspended or expired.

6.3 Renewal / Re-certification

- 6.3.1 The certificate holder shall monitor the expiry date of the Halal certificate and shall submit the renewal request in writing minimum 45 days prior to the date of expiry to avoid any delay in renewal.
- 6.3.2 Any proposed changes to the current application details during the renewal period shall be submitted with the renewal request / application.

- 6.3.3 If a Halal certificate holder who failed to renew its halal certificate, HAC Halal Logo and all stocks of packing material(s) with the HAC Halal Logo shall not be used in the products in the premises or on the manufactured products.
- 6.3.4 Any renewal application received after the expiry of the current Halal certificate shall be treated as a new application.

7.0 HAC HALAL CERTIFICATE

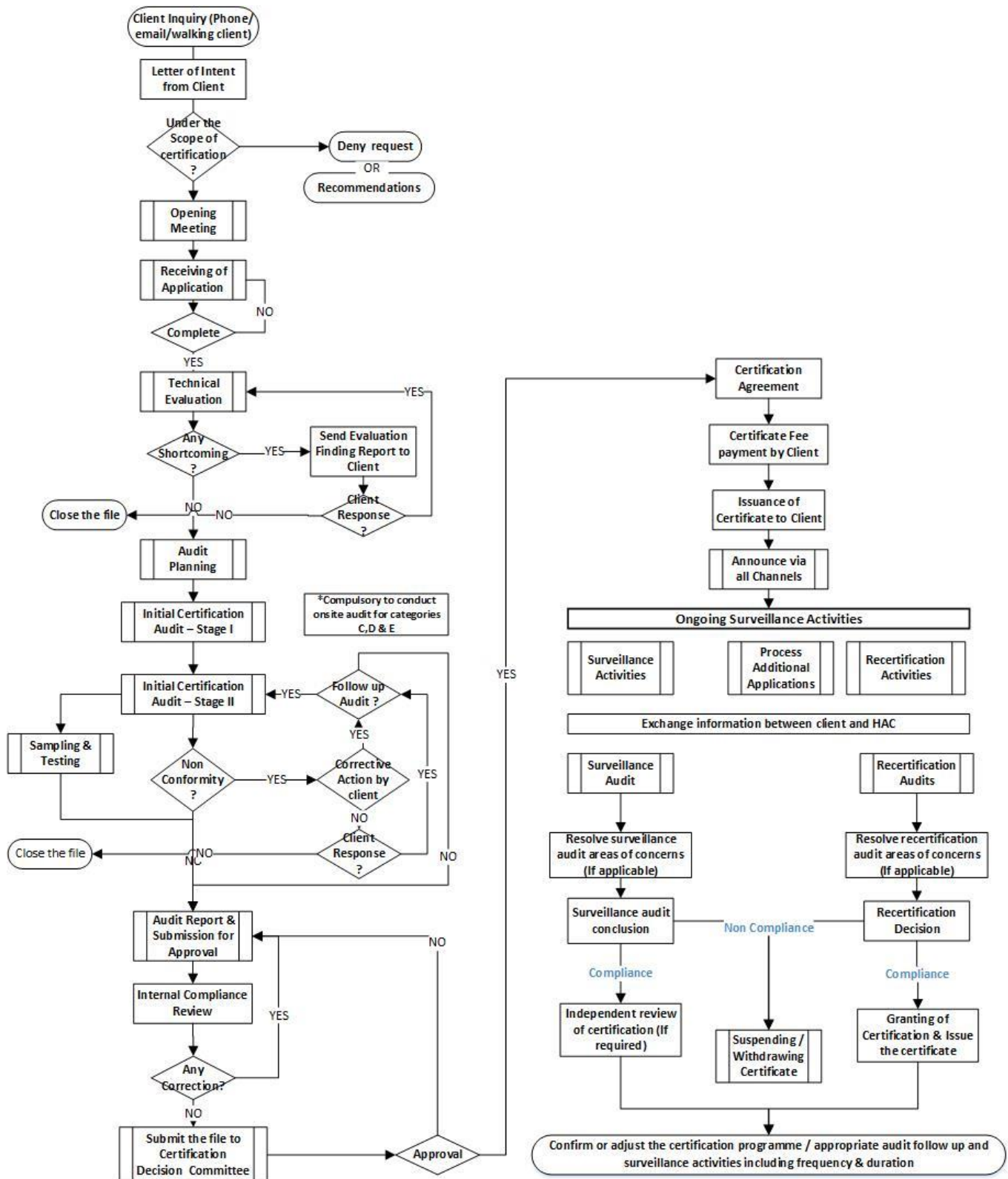
- 7.1 The Halal Certificate issued to the applicant endorses that the products have fulfilled the Halal requirements of HAC and are therefore fit for Halal consumers.
- 7.2 The Halal Certificate and / or any part of it are the property of HAC. The Halal Certificate holder will be held responsible for the Halal Certificate(s) issued to them. The certificate and / or any part thereof are NOT TRANSFERABLE.
- 7.3 The certificate holder shall not reproduce the HAC issued Halal Certificate in part and/or in a way that would hinder the legibility, nor tamper with the original or copies of the Halal certificate.
- 7.4 Halal certificate holder shall not translate the certificate in other languages without the control and prior consent of HAC in writing.
- 7.5 The Halal Certificate issued will be valid for one year from the date of issue, which is renewable annually.
- 7.6 The valid original certificate issued may be prominently displayed and shall be shown on demand to the customer. Any copy and / or expired Halal Certificate(s) shall NOT be displayed.
- 7.7 The Halal Certificate holder may request for a 'Certified Copy' of its Halal Certificate from HAC which will be issued in the name of a specific entity for a valid reason. This will be subject to a stipulated administrative fee.
- 7.8 In case of any loss or damage to the Halal certificate the Halal certificate holder shall immediately inform in writing to HAC.
- 7.9 The Halal Certificate holder shall ensure that the Halal Certificate issued is well kept and not abused in any manner.

8.0 OTHER CONDITIONS

- 8.1 The applicant / Halal Certificate holder shall at all times keep HAC and its employees indemnified fully and completely against all claims, damages, expenses or costs (including those asserted by third parties) arising directly or indirectly from acts, commissions or omissions of the applicant / Halal certificate holder and its servants, agents, employees, invitees or licensees.
- 8.2 In the event of a breach of any Terms and Conditions mentioned herein by the Halal Certificate holder or its servants, agents, employees, invitees, licensees etc.
- I. HAC reserves the right to withdraw or suspend the Halal Certificate and prevent the use of its Halal Logo and to recall all products bearing its logo (i.e. packaging materials in stock or with printers). These shall be surrendered to HAC upon request. HAC is at liberty to destroy the packaging material and no refund shall be due from HAC for the said material.
 - II. In addition, HAC, also, reserves the right to make a public announcement of the withdrawal of Halal Certification and such costs shall be borne entirely by the Halal certificate holder.

- 8.3 HAC may, from time to time, change / review its Halal Certification Terms & Conditions and requirements that effect the certificate holder and such changes shall be communicated issue directives to its Halal Certificate holders.
- 8.4 HAC reserve the right to verify the implementation of the changes made by certificate holder and take actions required by these Terms and Condition.
- 8.5 HAC reserves the right to review the application even after certification.
- 8.6 The decision of HAC in respect of all matters shall be final and conclusive.
- 8.7 In the event of any uncertainty or ambiguity or in the event of any provisions not hitherto made, the interpretation and ruling of HAC shall be final and binding on the applicant/ Halal Certificate holder.

APPENDIX A – Certification and Auditing Procedures



APPENDIX B - Documentation and Records Required for HAC Halal Certification

1. Company profile
2. Business Registration Certificate
3. Particulars of the Directors
4. Name and brand(s) of all the product(s) applied for certification
5. Good Receiving Note, Material Requisition Note, Purchase Orders, Delivery Note, Purchase Invoice, Stock record etc. for all the products.
6. Appointment notification of Halal Assurance Team (HAT)
7. Detailed floor plan of the storage or warehouse
8. Licenses issued to the applicant by local and environmental authorities.
9. Quality / Hygiene standard certificates
10. Samples of approved product packaging material(s)
11. Company Logo and Brand Logos
12. Any other relevant documents