

**Agreement between AYUSHEXCIL and Ayush Botanicals/Herbal Products Manufacturers**

This agreement is made as of \_\_\_\_\_ (date) \_\_\_\_\_ between

the AYUSHEXCIL,

office at .....New Delhi, India,

and

The Ayush Botanicals/Herbal products manufacturer

(Name of the Manufacturer – Firm’s Legal Name and Type e.g Proprietorship, Partnership, Ltd. Pvt. Ltd., LLP, Govt., PSU etc. LLP, Pvt Ltd, etc )

located at (address of Registered Office/Office of Ayush Botanicals/Herbal products manufacturer) having its manufacturing premises located at (Complete address of the factory), hereinafter referred to as the Botanicals/Herbal Products Manufacturer

**Introduction**

The Ministry of Ayush has instituted a system to recognize and grant **Ayush Quality Mark** to Ayush products and services for demonstrating adherence to globally recognized standards under the aegis of the AYUSHEXCIL. Ayush products and services have been identified along with applicable globally recognized standards, criteria and process for grant of **Ayush Quality Mark**.

**1 Subject of this Agreement**

- 1.1 This Agreement sets out the relationship between AYUSHEXCIL and the Ayush Botanicals/Herbal Products Manufacturer and the standards and conditions to be met by the recognized Ayush Botanicals/Herbal Products Manufacturer in the operation of recognition.
- 1.2 Both AYUSHEXCIL and recognized Ayush Botanicals/Herbal Products Manufacturer expect and are expected to abide by the intent of this Agreement.

**2. Recognition of Ayush Botanicals/Herbal Products Manufacturers**

- 2.1 Under the Ayush Quality Mark Programme any Botanicals/Herbal Products Manufacturer that is recognized by the AYUSHEXCIL and granted Ayush Quality Mark is termed hereafter as recognized Ayush Botanicals/Herbal Products Manufacturer.
- 2.2 The Botanicals/Herbal Products Manufacturer shall meet any of the criteria prescribed in the document “System for Grant of Ayush Quality Mark to Ayush Botanicals/Herbal Products Manufacturer”.
- 2.3 The recognition is granted on the conditions that the recognized Botanicals/Herbal Products Manufacturer:

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- a) complies with the terms of this Agreement
  - b) demonstrates continuing conformity with the criteria prescribed under this programme read with additional requirements, if any, as applicable
  - c) demonstrates continuing competence within the scope of its recognition
  - d) pays such fees as are due to AYUSHEXCIL
- 2.4 If a recognized Ayush Botanicals/Herbal Products Manufacturer does not adhere to the terms of this Agreement, any commitments/undertaking made to AYUSHEXCIL, the applicable requirements prescribed by AYUSHEXCIL, or the conditions for using the Ayush Quality Mark, AYUSHEXCIL reserves the right to take appropriate actions. The actions may include suspending or withdrawing the recognition, limiting the scope, or applying other suitable sanctions.
- 2.5 All information gained by AYUSHEXCIL and its personnel in dealing with Ayush Botanicals/Herbal Products Manufacturer, other than information already in the public domain, shall be treated as confidential and shall not, subject to the law of the land, be divulged without prior written consent of the Ayush Botanicals/Herbal Products Manufacturer.
- 2.6 Additionally, AYUSHEXCIL reserves the right to withdraw recognition:
- a) If an Ayush Botanicals/Herbal Products Manufacturer, does not meet any of the requirements of this program at any time.
  - b) If the Ayush Botanicals/Herbal Products Manufacturer violates any applicable laws.
  - c) If there is proof of fraudulent activity, or if the Ayush Botanicals/Herbal Products Manufacturer deliberately provides false information or withholds information.
- 3. Conditions to be met with by the Recognized Ayush Botanicals/Herbal Products Manufacturer**
- 3.1 The recognized Ayush Botanicals/Herbal Products Manufacturer shall offer AYUSHEXCIL and its representatives such reasonable access and co-operation as necessary to enable AYUSHEXCIL to monitor conformity with this Agreement and the relevant criteria. The recognized Ayush Botanicals/Herbal Products Manufacturer shall also use reasonable endeavors to provide access to AYUSHEXCIL's assessors and experts to its premises to conduct assessment activities, as AYUSHEXCIL shall reasonably require.
- 3.2 The recognized Ayush Botanicals/Herbal Products Manufacturer shall
- a) commit to fulfil continually the requirements for recognition set by the AYUSHEXCIL for the scopes for which recognition is sought or granted including adapting to changes in the requirements for recognition as and when communicated and shall also commit to provide evidence of fulfilment;

*Annex 2*  
*of System for Grant of Ayush Quality Mark to Ayush Botanicals/Herbal Products*  
*Manufacturers*

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- b) afford such accommodation and cooperation as is necessary to enable AYUSHEXCIL to verify fulfilment of requirements for recognition. This applies to all locations where the recognition is applicable (whenever required in case of direct assessment);
- c) provide access to AYUSHEXCIL to Ayush Botanicals/Herbal Products Manufacturer's personnel, locations, equipment, information, documents and records as necessary to verify fulfilment of requirements for recognition (whenever required in case of direct assessment);
- d) only claim that it is recognized in respect of those products (scope) which are the subject of the recognition as contained in the certificate issued to it by AYUSHEXCIL from time to time and which are carried out in accordance with this Agreement and the relevant criteria;
- e) use the Ayush Quality Mark of AYUSHEXCIL only on such Ayush Botanicals/ Herbal products which are covered under the scope of recognition;
- f) use the Ayush Quality Mark of AYUSHEXCIL only on firm's letter heads, publicity material, website etc. in relation with the Ayush Botanicals/Herbal products which are covered under the scope of recognition;
- g) not use its recognition in such a manner as to bring AYUSHEXCIL into disrepute, and take appropriate steps to correct any statement or expression, which AYUSHEXCIL considers to be misleading;
- h) not to use the Ayush Quality Mark on botanicals/herbal products during the period of suspension, imposed on it by AYUSHEXCIL due to any reasons whatsoever.
- i) upon the withdrawal of recognition, however determined, discontinue forthwith its use of any reference to recognition, or Ayush Quality Mark, withdraw all advertising material which contains any reference thereto including on its website, return the certificate of recognition, discontinue use of Ayush Quality Mark on botanicals/herbal products, and take such other as AYUSHEXCIL may require;
- j) ensure that recognition or Ayush Quality Mark shall not be used by itself or its clients for promotional or publicity purposes in any way that AYUSHEXCIL considers to be misleading, and take such immediate steps as AYUSHEXCIL may require to correct any such misleading use;
- k) provide, on demand, or during any assessments all records/information relating to complaints, appeals and disputes related to botanicals/herbal products covered under the scope of recognition and botanicals/herbal products carrying the Ayush Quality Mark.
- l) provide, on demand, access to AYUSHEXCIL to the Ayush Botanicals/Herbal products on which the Ayush Quality Mark is applied, while it is lying in its possession either at factory premises or godown or any other storage areas/facilities.
- m) provide, on demand, the list with complete addresses of the consignees to whom the Ayush

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Botanicals/Herbal products carrying the Ayush Quality Mark are supplied.

- n) coordinate and cooperate with AYUSHEXCIL, as and when required, for the purpose of investigation into any complaint or feedback regarding Ayush Botanicals/Herbal products carrying Ayush Quality Mark.
- o) agrees to inform the AYUSHEXCIL in writing of any significant changes in its name, ownership or location for which recognition is obtained.

### **4. Rules for Use of Ayush Quality Mark**

- 4.1 The Ayush Quality Mark shall be used following the dimensions and colour scheme or black and white as depicted below:

Figure with Data for Dimensions

- 4.2 Photographic reduction or enlargement of the Ayush Quality Mark in the same proportion may be used.
- 4.3 The Ayush Quality Mark may be used only on such Ayush Botanicals/Herbal products which are manufactured at the factory premises and covered under the scope of recognition.
- 4.4 Regardless of whether Ayush Quality Mark is used or not, the Ayush Botanicals/Herbal products covered the scope of recognition shall be deemed to be covered under the recognition and expected to meet the specified criteria.
- 4.5 The Ayush Quality Mark is non-transferable and is to be used only by the recognized Ayush Botanicals/Herbal products manufacturer.
- 4.6 The recognized Ayush Botanicals/Herbal products manufacturer shall follow any other rules prescribed by the AYUSHEXCIL from time to time.

### **5. Data Protection**

- 5.1 The Parties shall comply with the applicable Data Protection Regulations at all times.
- 5.2 Without prejudice to the other provisions of this Agreement, the Parties shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage, or destructions of the Personal Data processed under this Agreement.

### **6. Liability**

No representation, promise, or warranty, whether express or implied, is or will be made or given by AYUSHEXCIL, or any of its CEOs, directors, employees, or agents, regarding the accuracy or completeness of any information, review, audit, or advice provided in the course of delivering services under this Agreement. Furthermore, no CEO, director, employee, or agent of AYUSHEXCIL is authorized (nor shall be deemed to be authorized) to make or give

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any such representation, promise, or warranty. Any such representation, promise, or warranty, if purported to be made or given, shall not be relied upon by the recognized Ayush botanicals/herbal products Manufacturer.

### **7. Force Majeure**

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

### **8. Indemnity**

The recognized Ayush Product Manufacturer undertakes to indemnify AYUSHEXCIL against any losses suffered by or claims made against AYUSHEXCIL as a result of misuse by the recognized Ayush botanicals/herbal products manufacturer of any recognition, or symbol granted by AYUSHEXCIL as a result of any breach by the recognized Ayush Botanicals/Herbal products Manufacturer of the terms of this Agreement.

### **9. Governing Law and Arbitration**

- 9.1 This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.
- 9.2 All disputes, differences, or questions whatsoever arising between the parties concerning the interpretation of this Agreement or any matter arising out of or in connection with this Agreement, which cannot be resolved amicably through mutual discussions, shall be referred to arbitration.
- 9.3 The arbitration shall be conducted by AYUSHEXCIL or by any person nominated by AYUSHEXCIL. The arbitration proceedings shall take place in the City of Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

### **10. Termination**

These arrangements shall continue in force unless and until terminated

- a) on withdrawal of recognition by AYUSHEXCIL or
- b) on voluntary surrender of recognition by the Ayush Botanicals/Herbal products Manufacturer.

### **11. The Parties to the Agreement**

*Annex 2*  
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*Manufacturers*

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*For the Recognized Ayush Botanicals/Herbal  
Products Manufacturer*

Name : |

Position/Designation:

Address: |

Signature: |

Name : (in BLOCK CAPITALS)

Date: |

*For the AYUSHEXCIL*

Name :

Position/Designation:

Address: |

Signature:

Name : (in BLOCK CAPITALS)

Date: .