



مؤسسة الإمارات للمواصفات والمقاييس
Emirates Authority For Standardization & Metrology



United Arab Emirates

العلامة الوطنية للحلال
شهادة الحلال
HALAL CERTIFICATE
HALAL NATIONAL MARK

Certificate No. H17-0008/E17-02-001145 Issue Date: 11-June-2017 Valid Until: 10-June-2020

The Emirates Authority for Standardization & Metrology (ESMA)

Hereby certify that:

FIRST FOOD SERVICES (L.L.C) – TEXAS CHICKEN
P.O. BOX 21568, DUBAI, UAE

Has complied with the following published documents:

UAE Regulation For Control On Halal Products

In respect of a certification scheme for

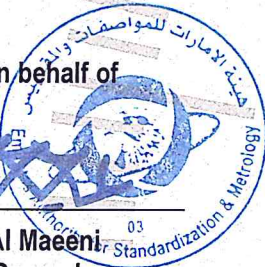
FOOD SERVICE

These rules have among other things necessitated the submission of samples of the scheduled products for examination and testing by ESMA to the Standards referred to in the schedule. Additionally, the scheme requires the firm:

- (A) To permit their facilities at First Food Services (L.L.C) – Texas Chicken, P.O Box 21568, Dubai, UAE to be periodically inspected by ESMA.
- (B) To allow samples of the schedule products to be selected from production, or from the market or independent testing and examination for assurance that continuity of conformity is being maintained.

The firm hereby agrees with ESMA to duly observe and comply with the requirements of the scheduled standards, the general and specific rules and with any regulations for the scheme that ESMA may establish.

Signed on behalf of
ESMA



Abdulla Al Maeni
Director General

Signed on behalf of
FIRST FOOD SERVICES (L.L.C) – TEXAS CHICKEN



Mr. Ali Issa Al Balushi
Administration Manager

حلال
HALAL





هيئة الإمارات للمواصفات والمقاييس
Emirates Authority For Standardization & Metrology



United Arab Emirates

LICENSE FOR THE USE OF HALAL NATIONAL MARK



License No: H17-0008/E17-02-001145 رقم الرخصة:
Issue Date: 11-June-2017 تاريخ الإصدار:
Valid Until: 10-June-2020 تاريخ الإنتهاء:
Issued to: FIRST FOOD SERVICES (L.L.C) – TEXAS CHICKEN أصدرت إلى:
P.O Box 21568, Dubai, UAE

Based on the Emirates Product Certification Scheme Agreement No. H17-0008/E17-02-001145 for the following:

Product for which the License is granted: Food Service
Product Description: Food Service
Standard: UAE.S 2055-1:2015



Abdulla Al Maeni
Director General





هيئة الإمارات للمواصفات والمقاييس
Emirates Authority For Standardization & Metrology



LICENSE FOR THE USE OF HALAL NATIONAL MARK



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Abdulla Al Ma'eni
Director General





هيئة الإمارات للمواصفات والمقاييس
Emirates Authority For Standardization & Metrology



United Arab Emirates

العلامة الوطنية للحلال
شهادة الحلال
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HALAL NATIONAL MARK

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UAE Regulation For Control On Halal Products

In respect of a certification scheme for

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Signed on behalf of
ESMA



Abdulla Al Maeen
Director General

Signed on behalf of
FIRST FOOD SERVICES (L.L.C) – TEXAS CHICKEN

Mr. Ali Issa Al Balushi
Administration Manager



ص ب 48666 دبي، الإمارات العربية المتحدة
P.O.Box 48666 Dubai, United Arab Emirates

ص ب 2166 أبو ظبي، الإمارات العربية المتحدة
P.O. Box 2166 Abu Dhabi, United Arab Emirates



www.esma.gov.ae

LICENSING AGREEMENT No. H17-0009/E17-02-000889

FOR THE USE OF



THE HALAL NATIONAL MARK



LICENSING AGREEMENT FOR THE USE OF THE HALAL MARK OF CONFORMITY

The **Emirates Authority for Standardization and Metrology** otherwise known as **ESMA**, having its registered office at **Business Avenue Building, Port Saeed, Deira, Dubai, United Arab Emirates** hereinafter referred to as the certification body and represented in this matter by **Abdulla Al Maeeni, ESMA Director General** hereby grants to **Burger King** having its registered facilities at **First Food Services (L.L.C), P.O. Box 21568, Dubai, UAE** herein after referred to as the **licensee**, license to certify the products covered by the appended license, as approved by **ESMA** for such products specified in the first column of the valid license which are controlled by the licensee in accordance with the standards referred to in the second column and the specific rules referred to in the third column of the valid license and on the conditions of the following general agreement.

Article 1: Regulations for certification and assessment

The stipulations of the **General Rules for the Emirates Product Certification Scheme** shall apply to this agreement as well as the **Standard(s)** and/or the **Specific Rules** specified in the attached license

Article 2: Rights and obligations

2.1 The licensee agrees that the certified products manufactured and supplied by it as specified in the license based on and attached to this agreement will comply with the requirements stated in the standards and **General and/or Specific Rules** specified in the license. Accordingly, ESMA authorizes the licensee to mark the products covered by the license, as stated in the applicable National Halal Scheme.

2.2 The licensee agrees that the persons representing ESMA will have unobstructed access without prior notification to the premises of the facility covered by the license during the normal working hours of the facility involved.

2.3 The licensee agrees that the products for which the license is granted will be produced to the same specifications as the sample that ESMA found by the initial testing to be in conformity with the standard.

Article 3: Surveillance

3.1 ESMA carries out continuing surveillance of the licensee's conformity with the licensee's obligations, in accordance with the conditions stated in the General Rules for the Emirates certification system and the specific rules for the scheme as specified in the license.

3.2 This surveillance is carried out by ESMA employees or by employees of agencies on behalf of ESMA.



Article 4: Information on modifications in production

The licensee shall inform ESMA of any intended modification in the product, the production process or the quality system.

Article 5: Complaints

The licensee shall upon request of ESMA keep records and report to ESMA any complaints regarding those aspects of the products covered by the license.

Article 6: Publicity

6.1 The licensee has the right to publish the fact that it has been authorized to certify the products to which the license applies.

6.2 Among other methods ESMA gives publicity to the authorization of certifying conformity with a standard in the ESMA Newsletter and ESMA Website and to cancellation of this agreement with the licensee, as appropriate.

Article 7: Confidentiality

ESMA is responsible for ensuring that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the licensee.

Article 8: Payment

The licensee shall pay to ESMA all expenses in relation to the surveillance, including sampling, test, assessment and administration costs.

Article 9: Agreement Period

This agreement comes into force on **11 June 2017** and remains in force unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

Article 10: Withdrawal of License

If withdrawal of the license comes into question, the necessary time of notice prior to the withdrawal will differ due to the situation that causes it.

Depending on the reason for the withdrawal, the following schedule of notice will be followed:



Situation requiring the dispatch of notice that can lead to withdrawal Days of notice prior to withdrawal

Manufacturer's wish to withdraw:	30 Days
ESMA determines that the product is hazardous	None
Violation of an existing standard, for reasons other than safety:	Max : 60days
Non-payment of charges to certification body	Max : 30days
Failure to meet other provisions of the licensing agreement	Max.60days
Mandatory conformity with new requirements in relation to revision of a standard:	3 months

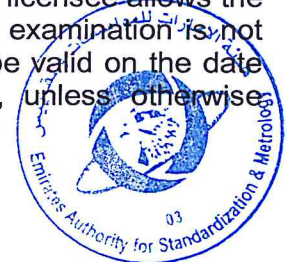
Advice of cancellation shall be sent by registered letter (or equivalent means) to the other party, stating the reasons and the date of termination of the agreement

Article 11: Modification of product requirements

11.1 If the requirements applying to the products covered by this agreement are modified, the certification body shall immediately inform the licensee by registered letter (or equivalent means), stating at what date the modified requirements will become effective, and advising the licensee of any need for a supplementary examination of the products which are subject to this agreement .

11.2 Within a specified period of time after receipt of the advice described in paragraph 11.1, the licensee shall inform ESMA by registered letter (or equivalent means) whether it is prepared to accept the modifications. If the licensee gives confirmation within the specified period of acceptance of the modification and provided the result of any supplementary examination is favorable, a supplementary license will be issued or other modifications of ESMA's records will be made.

11.3 If the licensee advises the certification body that it is not prepared to accept the modification within the time specified in accordance with 11.2, or if the licensee allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favorable, the license covering the particular product shall cease to be valid on the date on which the modified specifications become effective to ESMA, unless otherwise decided by ESMA



Article 12: Liability

12.1 ESMA shall not be held responsible for any action (legal or otherwise) raise by any party against the licensee on matters resulting from the implementation of the National Halal Scheme.

12.2 The Licensee is ultimately responsible for ensuring that the product meets the requirements of other applicable regulations that were not assessed during the process. This includes quality, safety, health and environmental regulations that are not necessarily covered by the relevant Standards and or the Specific Technical Requirements.

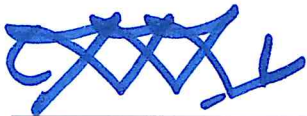
Article 13: Appeal or Dispute

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of ESMA.

Issued in duplicate and signed by authorized representatives of ESMA and the applicant

For ESMA:

For FIRST FOOD SERVICES (L.L.C):
BURGER KING

for/


Abdulla Al Maeni
Director General
Date: 11 June 2017



Mr. Ali Issa Al Balushi
Administration Manager
Date: 11 June 2017



Official Stamp



Official Stamp

LICENSING AGREEMENT No. H17-0008/E17-02-001145

FOR THE USE OF



THE HALAL NATIONAL MARK



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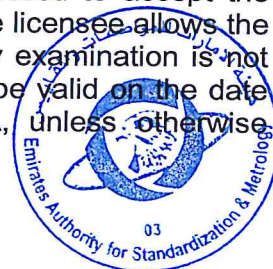
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Article 13: Appeal or Dispute

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of ESMA.


Issued in duplicate and signed by authorized representatives of ESMA and the applicant

For ESMA:

**For FIRST FOOD SERVICES (L.L.C):
TEXAS CHICKEN**

for / 

**Abdulla Al Maeni
Director General
Date: 11 June 2017**



**Mr. Ali Issa Al Balushi
Administration Manager
Date: 11 June 2017**



Official Stamp



Official Stamp



هيئة الإمارات للمواصفات والمقاييس
Emirates Authority For Standardization & Metrology
Conformity Affairs Department إدارة شؤون المطابقة



Usage Policy for Halal Mark

Purpose

This document regulates the use of Halal Mark in certified products and this is intended for ESMA and its clients. This will be the document to be used as a reference for the proper usage of the Halal Mark and the corrective action to be taken in case of misuse.


Content

0. Definitions
1. Introduction
2. Design of Halal Mark
3. General Rules
4. Corrective Action for Defective Products or Misuse of Certification Mark
5. Conditions under which Corrective Action is taken
6. Types of Corrective Action
7. Choice of Action against the Misuser
8. Initiating Corrective Action with Misuser
9. Completing a Successful Corrective Action with a Misuser who has an Agreement with ESMA-CAD
10. Degree of Corrective Action to be Achieve
11. Refusal to Take Corrective Action
12. References

I/We hereby declare that I fully understood all the requirements stated in this policy and we commit to comply with the requirements and conditions set forth in this policy.

Name and Signature: _____

Designation: _____

 ALI ISSA
ADMIN. MANAGER

Company Name: _____

Date of Signing: _____

FIRST FOOD SERVICES
Dubai - U.A.E.
02/07/2017



Form: Usage Policy for Halal Logo

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Revision: 3

Identification no.: CAPOL-21

Date of Review : October 1, 2016



0. DEFINITIONS

For the purpose of this Policy, the following definitions shall apply:

0.1 Halal Mark

It is an approved mark by ESMA indicating conformity of product to the Halal Regulation

0.2 Certified Product

It refers to the product(s) being evaluated and approved for the UAE Product Certification Scheme.

0.3 Mark

It is a unique graphic identification of an organisation. In the context of product certification, it is a product certification mark given to product/s which complies with an approved standard.

0.4 Approved Standard

It refers to a Product Standard approved by ESMA to be used in verifying conformity of a product.

0.6 UAE Halal Scheme

It is a national product certification scheme which allows the use of the Halal Mark to the certified product.

I/We hereby declare that I fully understood all the requirements stated in this policy and we commit to comply with the requirements and conditions set forth in this policy.

Name and Signature: ADMIN. MANAGER Company Name: FIRST FOOD SERVICES L.L.C
Designation: ADMIN. MANAGER Date of Signing: 02/07/2017





1. INTRODUCTION

This document is prepared for satisfying the requirement of UAE Halal Scheme requiring that the certificate of conformity and marks issued by ESMA shall be properly controlled. The license to use the Halal Mark is given to companies manufacturing certified products and this document specifies the conditions on the proper use of Halal Mark and the corrective action for its misuse.

2. DESIGN OF ECAS-NATIONAL HALAL MARK

2.1 Design

See attached approved design

2.2 Colour

The Mark shall have the same colour as provided/approved by ESMA and shall be printed on the product which is in contrast with the Mark for proper visibility/readability. The colour of the mark shall be non-removable or indelible.

2.3 Size

The size of the mark shall not be less than the approved size etc. It shall be visible and readable at all times. In any case of size variations (decreasing or increasing), the size must always follow and respect the proportions of the Mark as shown in the Appendix

2.4 Access to Halal Mark

The Halal Mark will be transferred electronically to companies after the signing of the License to Use the Halal mark.


2.5 Location of Halal

The Halal Mark shall be placed conspicuously at front side of the product or at the bottom left away from any other mark.

I/We hereby declare that I fully understood all the requirements stated in this policy and we commit to comply with the requirements and conditions set forth in this policy.

Name and Signature: _____

Designation: _____

 **ALI ISSA**
ADMIN. MANAGER

Company Name: _____

Date of Signing: _____

FIRST FOOD SERVICES L.L.C.
02/07/2017





3. GENERAL RULES

- 3.1 After obtaining the Certificate of Conformity (CoC), the licensee shall use the Halal Mark on the certified products.
- 3.2 The licensee may use the mark for sales promotion for the product. It may be used in advertisements and on stationery together with the mark or the name of the manufacturer or the licensee provided that it is not used in such a manner that ESMA may consider as misleading. The Halal Mark shall be used for every piece of the product. Halal Mark may be used on the following (subject to ESMA approval):
- on the principal display panel of the certified products,
 - on the secondary or tertiary packaging whichever is directly visible to the buyer during display
 - on company publicity materials such as brochures, company profiles, reports, exhibition materials, flyers, banners, roll-ups etc
 - on corporate electronic media such as in website, internet etc
 - on the internal walls and doors of the factory/offices
 - on company vehicles
 - on company communication documents such as letterheads, stationeries etc
- 3.3 The Halal Mark shall be reproduced exactly the same color and proportion whenever it is possible.
- 3.4 The Halal Mark is the exclusive property of ESMA and its correct use is a contractual obligation. Intentional misuse of the mark maybe grounds for actions that may include but not limited to withdrawing the Certificate of Conformity.
- 3.5 ESMA shall implement market monitoring for ensuring correct use of the Halal Mark.
- 3.6 The company/supplier shall not use its product certification in such a manner as to bring ESMA-Conformity Affairs Department (CAD) into disrepute and not make any statement regarding its product certification that ESMA-CAD may consider misleading or unauthorized.
- 3.7 In making reference to its product certification in communication media, a supplier of Halal Certified products must comply with ESMA-CAD requirements. A supplier may publish that it has been authorized to apply certification mark to products to which the certification applies. In all cases, the supplier shall take sufficient care of in its publications and advertisements that no confusion arises between certified and non-certified products. If a supplier wishes to publish a test report or evaluation report, the report shall be reproduced in full, unless specific authorization is granted by ESMA-CAD to publish part(s) of the report. A supplier shall not specify function, or claim or the like in its use information that could mislead purchasers to believe that performances of the products or its use are covered by the certification when in fact they are not.

I/We hereby declare that I fully understood all the requirements stated in this policy and we commit to comply with the requirements and conditions set forth in this policy.

Name and Signature: Ali Issa Company Name: First Food Services
 Designation: Admin. Manager Date of Signing: 02/01/2017





- 3.8 Instructions or other user information accompanying the product and related to the certification scheme shall be approved by ESMA-CAD. Advertisements containing ESMA-CAD certification mark or reference to certification shall be approved by ESMA-CAD.
- 3.9 In case of any doubts regarding the use of the mark, prior written approval shall be obtained from ESMA to prevent misuse and subsequent corrective action.
- 3.10 The Halal mark/certificate should be exhibited only at the entrance of the certified restaurant.
- 3.11 The certificate holder shall not copy the granted Halal certificate in a way that would hinder its legibility, nor shall tamper the original copies or photocopies of the Halal certificate. The certificate holder shall not translate the certificate and/or test reports to other languages without prior review and consent from ESMA.

4.0 Corrective Action for Defective Products or Misuse of Certification Mark

ESMA-CAD procedures for taking corrective action following the identification of defective products or misuse of its certification marks follow ISO/IEC Guide 27, *Guidelines for corrective action to be taken by a certification body in the event of either misapplication of its mark of conformity to a product, or products which bear the mark of the certification body being found to subject persons or property to risk.*

5.0 Conditions under which Corrective Action is taken

ESMA-CAD will require a misuser (i.e., any person, organization, or corporate body that misuses the certification marks, regardless of whether or not the product is eligible to bear the mark) to take corrective action whenever an the certification mark has been affixed to a product that:

- is hazardous;
- is not authorized to bear the certification mark, e.g., because there is no record of the product in question having been certified; or does not comply with the applicable certification requirements to the extent that the integrity of certification mark is jeopardized;
- bears an unauthorized form of the mark; or
- is in violation of the Halal Mark policies under which the product was tested and certified.

A product is considered "hazardous" if it exposes life, limb, or property to imminently dangerous conditions. A hazardous product is considered to exist if the quantity of products involved is such as to constitute an unacceptable percentage, and there is either:

I/We hereby declare that I fully understood all the requirements stated in this policy and we commit to comply with the requirements and conditions set forth in this policy.

Name and Signature: ALI ISSA Company Name: FIRST FOOD SERVICES
 Designation: DOM. M. MANAGER Date of Signing: 02/07/2017



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- An unsafe construction; or
- The product is gaining widespread use in an application not foreseen when the standard(s) to which the product is certified was (were) written, such applications in turn being ones for which the product was not certified; and
 - No specific scope of applications has been provided in the standard(s), and
 - No limiting scope of application has been provided by the manufacturer in written material accompanying the product at point of sale.

Note — where an inherent hazard is necessary for the product to perform its intended function, e.g. rotating blades of a food mixer, such a hazard shall not be considered "hazardous" in the context of this definition.

Whenever either a report of misuse of certification mark or of a hazard involved with a product bearing certification mark is received, the validity of the report will be investigated. Where it is established that misuse has occurred ESMA-CAD will determine the scope of the misuse, including products, model number, serial numbers, factory production facilities, production runs and quantities involved.

6.0 Types of Corrective Action

6.1 Corrective action could be one or more of the following:

6.1.1. Notification of parties authorized and responsible for instituting a recall (i.e., the action by which the misuser of the certification mark or the producer of a hazardous product or other party responsible for making the product available withdraws the product from users, the marketplace, or distribution sites and returns them to an acceptable location for corrective action) when, in ESMA-CAD's opinion, such recall is necessary to protect the public and to permit implementation of the corrective action (i.e., the action determined by ESMA CAD to be appropriate to eliminate the consequences of the misuse and to remove the hazard as far as necessary and practicably possible);

6.1.2 Removing the certification mark from the product (This is normally done only at the factory or other central location so that the product in question is removed from the stockroom, marketplace, distribution sites, or user's possession. Alternatively, the certification mark could be removed from the product on site, provided such removal is in collaboration with the involved regulatory authorities who would then proceed to accept or reject the product.);

6.1.3. Rebuilding the product so that it complies with the governing certification requirements;

6.1.4. Scrapping or replacing a returned product because it is not practicable either to remove the certification mark or to rebuild the product so that it complies with the governing certification requirements; and

I/We hereby declare that I fully understood all the requirements stated in this policy and we commit to comply with the requirements and conditions set forth in this policy.

Name and Signature: ALI ISSA Company Name: FIRST FOOD SERVICES
 Designation: ADMIN. MANAGER Date of Signing: 02/07/2017





4.1.5. Where a hazardous condition exists, ESMA CAD will, in consultation with the appropriate regulatory authorities (such as Dubai Municipality, Abu Dhabi Municipality etc), pursue the release of a notice to the general public about the hazard.

7. Choice of Action against the Misuser

When the facts indicating a need for corrective action are conclusive, ESMA-CAD will initiate corrective action immediately, provided there is a misuser to be held responsible for such action. Legal actions to be initiated and penalties to be imposed shall be based on Federal Law 28:2001.

8. Initiating Corrective Action with Misuser

When there is conclusive proof that a product is hazardous or is involved in misuse of certification mark, corrective action will be initiated by ESMA-CAD. In such instances, the misuser and, where appropriate, the regulatory authorities shall be notified immediately by telephone, fax, or E-Mail of the problem, and License to apply the certification mark to the involved product shall be terminated. In the case of a hazardous product bearing the certification mark, ESMA-CAD will inform the misuser of the need to take appropriate corrective action, advising of the hazard and the action to be taken.

The initial notification to the misuser will require confirmation in writing by registered (or equivalent) letter, with copies to the appropriate regulatory authorities and/or other bodies when appropriate. Such letter will normally contain: the reason(s) for corrective action, any hazardous conditions that may exist, actions to be taken by the misuser to resolve the problem, and a statement covering the action to be taken to ensure that certification mark is not applied to ineligible products.

9. Completing a Successful Corrective Action with a Misuser who has an Agreement with ESMA-CAD

When a corrective action has been resolved to ESMA-CAD's satisfaction, ESMA-CAD will undertake the following:

- 9.1. All recipients of the letter which called for corrective action will be sent a second letter which:
- States the suspension imposed upon the misuser
 - has been lifted and that authorization to use the certification mark has been reinstated;
 - summarizes the corrective action taken by the misuser;

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- When applicable, describes the new marking required to distinguish the product in its corrected state from its previous unacceptable condition.

9.2. Certification records will be revised to include any modifications necessitated by the corrective action. ESMA-CAD shall also carry out an audit of:

- Its own approval and surveillance duties to determine whether part of the misuse was due to a weakness in its own organization;
- its procedures to determine the means whereby ESMA-CAD's approval and surveillance responsibilities can be altered to ensure, so far as realistic to do so, that such misuse of the mark cannot be repeated.

10. Degree of Corrective Action to be Achieve

ESMA-CAD desires that the corrective action be taken on one hundred percent of the product involved. However, this may not be possible, especially if the product has been out on the market for a considerable time. Normally, ESMA considers that corrective action as appropriate has been carried out satisfactorily if:

- 10.1. The misuser has made a proper public announcement when asked to do so;
- 10.2. The products in the marketplace and distribution sites have been recalled, rebuilt, replaced or destroyed under supervision, or other corrections thereto made as required to the maximum degree feasible;
- 10.3. The misuser has agreed to continue the required corrective action on units which are in the possession of the user until ESMA-CAD is satisfied that the maximum practicable result has been achieved;
- 10.4. Such necessary steps have been instituted in the manufacturing process to obviate the production of products which will again require similar corrective action.

11. Refusal to Take Corrective Action

When a misuser refuses to take corrective action, ESMA-CAD will take the following steps:

- 11.1. Cancellation of appropriate certification contracts with the misuser may be processed;
- 11.2. Regulatory authorities involved and/or other bodies, when relevant, shall be informed that the misuser has refused to take corrective action and that certification license and contracts in the name of the misuser

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have been canceled, where the severity of the case warrant such action;

11.3. Legal actions may be taken as per Federal Law 28:2001.

In the event that a supplier refused to take corrective action, discussions with concerned regulatory authorities, government bodies, free zone authorities, interested parties and legal counsel may be held to decide on a course of action. In addition to action that regulatory authorities might take, some possible courses of action open to ESMA-CAD would include:

11.3.1. Promoting a rapid revision of the standard and requiring all certified products of the type involved to meet the new criteria at an early date following the revision to the standard;

11.3.2. Notifying the public of the discovered hazard via the most appropriate news media.

12. REFERENCES

1. ISO IEC Guide 65:1996 General requirements for bodies operating product certification systems
2. ISO Guide 27:1983 Guidelines to be taken by the certification body in the event of misuse of its mark of conformity
3. ISO Guide 23:1982 Methods of indicating conformity with standards for third party certification systems
4. Federal Law No. 28:2001 Federal Law of Establishing ESMA

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