

# HALAL CERTIFICATION AGREEMENT

**BETWEEN: FEDERATION OF ISLAMIC ASSOCIATIONS OF NEW ZEALAND INCORPORATED**, an incorporated society, trading from 7-11 Queens Drive, Kilbirnie, Wellington (FIANZ).

AND:

**XXX LTD**

(Hereinafter called the Other Party)

WHEREAS:

1. "HALAL" is an Arabic word meaning 'lawful' or 'permissible'. Muslims, around the world, as part of their religious belief, are extremely concerned that the food they eat and the products they use are 'Halal' rejecting anything containing or contaminated with non-Halal products and/or ingredients, alcohol or pork as 'Haram' (not permissible).
2. As part of its objective to help Muslims of New Zealand as well as around the world, FIANZ undertakes to certify food and non-food items as Halal and has issued guidelines and laid down criteria to be followed by any interested party wishing to have its products or services certified as Halal. These guidelines are annexed herein as Schedule 1 of this agreement.
3. The Other Party is in business of supplying food and other items and wishes to have its product and services certified as Halal.

IT IS THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. The other party has made an application (FIANZ Application Form- **APPENDIX 1**) and has requested FIANZ to inspect its premises and products so that it can be certified as Halal.
2. FIANZ has requested the other party to comply with the guidelines provided in Schedule 1 of this agreement wherever applicable and relevant.

3. The other party has complied with these guidelines and FIANZ after completing its inspection has now satisfied itself that the other party has followed the guidelines provided by FIANZ to have its products and services certified as Halal.
4. FIANZ has now agreed to issue a certificate under its seal certifying the other party's products and services as Halal.
5. The said certificate is to be prominently displayed on the premises of the goods produced and is to be stamped with the following words "certified as Halal by the Federation of Islamic Associations of NZ Inc"
6. FIANZ reserves the right to inform Muslims and others by any means of communication that the other party's products and/or services are certified as Halal. This certificate shall be for a period no longer than one year and is renewable.
7. If the other party wishes to renew the certificate it shall inform FIANZ in writing of its intention to do so. FIANZ shall complete its inspection and take whatever action necessary to satisfy itself that Halal certificate can be issued.
8. FIANZ reserves the right during the currency of a Halal certificate to conduct inspection of the premises or the product of the other party to satisfy itself that no breach of guidelines and the procedure has occurred.
9. The other party shall not let any other persons or entities to use the said certificate for their products or services without prior written approval of FIANZ. If this condition is breached FIANZ has the right to immediately cancel the said certificate.
10. FIANZ reserves the right to cancel such certificate if the other party has breached any of the guidelines and procedures as outlined in Schedule 1 of this agreement.
11. Where a cancellation of the certificate has taken place, for whatever reason, FIANZ has the right to advise Muslims and others by advertisements in newspaper or any other media of such a cancellation and the other party agrees that in such an event it shall have no right of action or recourse to FIANZ for any losses suffered by the other party.
12. It shall be the prerogative of FIANZ whether it wishes to reinstate the Halal certificate for the other party in future.



## **SCHEDULE 1**

### **Issue of Halal Certificate.**

Once the application is received by FIANZ on the prescribed form (See APPENDIX I), it is referred to Halal Technologists, if appropriate. They evaluate and determine the nature of the ingredients, the process as well as the other products made using the same equipment. Wherever necessary, further information and clarification is sought from the applying company. Ingredients of animal origin are traced to the suppliers to check whether they are Halal or not. If need be, some issues are also checked with the Religious Advisor.

If certain ingredients cannot be deemed Halal, then the company is encouraged to re-formulate its product or source it from Halal certified sources to meet FIANZ criteria. Special care is taken to ensure that during the process of manufacture/production, the product in question does not come in physical contact with any non-Halal product viz. alcohol, pig or products thereof as well as any non-Halal meat or product.

If the products are deemed to be suitable for Certification, then an inspection of the production facility is made. The internal environment and procedures in place to manufacture Halal products are assessed and verified i.e. whether they conform to what is stated on the application form or not. If certain procedures need changing, then the company is advised and a time frame agreed for such action. At places where changes are required, a follow-up visit takes place to see that the recommended changes have been effected.

If all conditions are approved the company does either a trial production run or the first commercial run in the presence of a FIANZ representative. If the criteria set by FIANZ are satisfied, then a certificate is issued to the company stating they are certified by FIANZ as a producer of the specific Halal product. Companies may also wish to obtain a FIANZ Halal certificate to accompany their consignment to Muslim markets and may prefer to have the FIANZ Halal logo on their packaging.

## **Halal: Background Material**

### **What is 'Halal?'**

"HALAL" is an Arabic word meaning 'lawful' or 'permissible'.

Muslims, around the world, as part of their religious belief, are extremely concerned that the food they eat and the products they use are 'Halal' rejecting anything containing or contaminated with non-Halal products/ingredients, alcohol or pork as 'Haram' (not permissible). Towards this end, they often carefully examine the ingredient list of products before buying them. If there is any suspicion of 'Haram' ingredients, most Muslims will avoid the purchase of such items. Besides the ingredients, it is also the process of manufacture that makes a particular item 'Haram' for Muslims. To help Muslims determine whether a product is 'Halal' or otherwise, there are several Islamic organizations across the world that certifies such products.

### **FIANZ as a Certifying Agency**

As part of its objectives to help Muslims of New Zealand and around the world, FIANZ undertakes to certify food and non-food items as well as restaurants, eateries and other premises as 'Halal'. This certification validates such food items as being permissible for Muslims. This certification is done by FIANZ only after it has carefully surveyed and inspected the processing/manufacturing plant from where the product is originating. The fact that FIANZ is a body made up of Muslim representatives drawn from across the Muslim community of New Zealand rather than a commercial organization, gives it more credence and credibility vis-à-vis other 'Halal' certifying agencies in New Zealand which are mainly proprietary commercial businesses. FIANZ's Halal certificates are acceptable all over the Middle East, USA, and Europe as well as in South East Asia and other countries where NZ products are exported.

The critical factors considered, but not necessarily restricted to, in issuing Halal certification are:

- 1• The item in question has neither been mixed/contaminated and/or kept in touch with pig, pork and pork products nor with any meat and meat products that have not been slaughtered/prepared in line with the Islamic methods.

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- 3• The item does not contain any traces of alcohol nor has it been treated with alcohol.

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### **Products That Are/Can Be Halal Certified**

Products that are presently Halal certified or can be Halal certified by FIANZ include food, food products as well as other miscellaneous items of day-to-day use that are or may be used by Muslims. Such products broadly fall into following groups:

11. Food Items

- 1• Meat & Meat products whether in the raw and/or processed form
- 2• Non-meat products whether in the raw, cooked and/or processed form, including but not limited to: appetizers, bakery and confectionery products, dairy products, dressings and condiments, fish and processed fish items, food ingredients, gelatines and desserts, pasta/pizzas, poultry – whole and parts, sauces, spices and seasonings, processed vegetables
- 3• Non-alcoholic drinks including fruit juices, syrups, sweeteners, tea, coffee and other beverages

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22. Non-food Items

- 1• Cosmetics and personal care items
- 2• Healthcare products including medicines and nutritional/dietary supplements

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33. Eateries, Restaurants and butcheries

- 4. Retail outlets, including supermarkets etc where Halal edible products are sold.

Standards to be achieved before use of certification is permitted

The minimum standards to be achieved before FIANZ would allow use of the Halal Certification differs from product to product. These can broadly be classified by following categories:

**For Meat Products**

- 1• The animal has been slaughtered by Muslims in accordance with the Islamic Shariah (law)
- 2• The slaughtered animal as well as its meat has not been contaminated, mixed and/or kept in touch with non-Halal meat during transportation, storage or display etc.

**For all other food & non-food products**

- 1• Alcohol and intoxicants have not been used in the preparation and/or storage of the products under certification;
- 2• There is no use of pig and/or pig products in the making/preparation of individual products

3• Beef, Lamb and chicken are to be sourced from Halal certified abattoirs.

To ensure total compliance of the aforementioned standards before FIANZ permits the use of Halal Certification mark, FIANZ has a well-defined guideline and procedures that has been in implementation for several years now.

## **PROCEDURES FOR HALAL CERTIFICATION OF ALL OTHER FOOD & NON-FOOD PRODUCTS**

Companies wishing to have their products Halal certified have to fill the Halal application form (See Halal Application Form under Halal [Matters](#) FIANZ web-site).

Once the application is received by FIANZ, it is referred to Halal Technologists, if applicable. They evaluate and determine the nature of the ingredients and process of manufacture/production. Wherever necessary, further information and clarification is sought from the applying company. Ingredients of animal origin are traced to the suppliers to check whether they are Halal or not. If need be, some issues are also checked with the Religious Advisor.

If certain ingredients cannot be deemed Halal, then the company is encouraged to re-formulate its product to meet FIANZ criteria. Special care is taken to ensure that during the process of manufacture/production, the product in question does not come in physical contact with any non-Halal product viz. alcohol, pig or products thereof as well as any non-Halal meat or ingredient.

If the products are deemed to be suitable for Certification, then an inspection of the production facility is made. The internal environment and procedures in place to manufacture Halal products are assessed and verified ie: whether they conform to what is stated on application form or not. If certain procedures need changing, then the company is advised and a time frame agreed for such action. At places where changes are required, a follow-up visit takes place to see that the recommended changes have been effected.

If all conditions are approved the company does either a trial production run or the first commercial run at which a FIANZ deputed person may be present. The Halal products, which are certified by FIANZ, have our Halal logo on the packaging. A certificate is also issued to the company stating they are certified by FIANZ as a producer of a specific Halal food. Companies may also wish to obtain a FIANZ Halal certificate to accompany their consignment to Muslim markets.

ANNEXURE A

The following clauses shall form part of this agreement. (Nil or as provided herein)

SAMPLE ONLY