INSTRUCTIONS FOR THE USE OF HALAL CERTIFICATE AND HALAL MARK/SEAL OF INTERNATIONAL HALAL CERTIFICATION (IHC)	IHC-IHS-01
	Revision-03
	Revision date- 04/11/2024

1.0 PURPOSE:

Instruction on use and control of the Halal seal/mark, applicable for all the companies that are Halal certified by International Halal Certification.

2.0 INTELLECTUAL PROPERTY

IHC Halal Mark/Seal is the sole intellectual property of International Halal Certification and can only be used by a company when they have a IHC Halal Certified product with a Valid IHC Halal Certificate and they have understood & agreed to the terms and instruction for the *Use of Halal Certificate and Halal Mark/Seal.*

3.0 GOVERNMENT RESTRICTIONS:

IHC Halal Mark is not a substitute of UAE Halal Mark or any other country or institutional Halal mark. UAE Halal Mark is the property of UAE government and can only be issued by MoIAT (Ministry of Industry and Advanced Technology) upon payment of a government fees and by completing the official procedure as prescribed by MoIAT. The MoIAT procedure and fees to obtain UAE Halal Mark may change from time to time, as per the decision of UAE cabinet and IHC has no control whatsoever on these changes and revisions. The IHC Halal certified clients who wish to obtain UAE Halal Mark may request IHC to facilitate in getting the UAE Halal Mark. All charges/ fees payable to MoIAT is the responsibility of the clients who may pay the fees directly to MoIAT.

4.0 RESPONSIBILITIES OF IHC:

a. This policy governs the use of any Mark/Seal that it authorizes certified clients to use. IHC Halal Mark/Seal is granted only after the unanimous decision & consent of IHC Decision Committee members.
b. IHC does not permit its Mark/Seal to be applied to laboratory test, calibration or any inspection reports.
c. Non-confidential information relating to a certified client may be placed in the public domain by IHC with due consent of the Client (if required) including, Name / Logo of the client, Certification scope and category, certificate Validity, Halal Standard & other information if and when required.
d. IHC does not allow use of a certification document or any part thereof in a misleading manner & does not imply that the certification applies to activities outside the certification scope.
e. IHC shall exercise proper control over ownership, use & display of Halal certificates & Halal Mark/ Seal of conformity & its Halal scheme & any incorrect references or misleading use or display of certification documents, reports, Halal certificates, Halal Mark/Seal, found in advertisements, catalogues, etc. should be dealt by suitable/legal action by IHC. Such action could be corrective actions, certificate withdrawal, publication of transgression and if necessary, legal action by the IHC.

5.0 RESPONSIBILITIES OF CERTIFIED CLIENT FOR THE USE OF HALAL CERTIFICATE:

a. Certificates are allowed to be displayed only at sites where the scope of product/production is in operations & the site address is on the IHC Halal certificate.
b. Clients must get the Annual Halal Surveillance audit done on time to avoid suspension of the certificate due to delay in getting the surveillance audit done on time.
c. Certified client is obliged not to make and not to allow any false declaration related to the

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status of its certification and not to use & not to allow any misleading use / information of the certificate and/or any part of the certificate.

d. Client shall not use any reference to the certification as if it is applicable to the activities and product which are out of scope, like specific to system process/service and product.
e. Certified client is obliged to declare any changes in product/production scope and to return the certificate to IHC and stop any advertisement containing reference to certification when the certificate is withdrawn, terminated or suspended by IHC.
f. Certified client is obliged to make amendments in its advertisement activities when its certified scope is reduced by IHC or remove all the IHC Halal marks/Seal used on any of the packaging material of the client, in whatsoever manner used, in case of IHC Halal Certificate expiry/suspension and non-renewal of Halal Certificate by IHC.
g. Certified client is obliged not to use its certification in a way which may compromise the reputation of IHC or certification system and cause the harm of public trust.
h. IHC shall decide to conduct a new audit to control the conformity to related standard when there is a change in product/production sites of certified client.
i. The certificate holder shall not reproduce Halal certificate granted in part and/or in a way that would hinder the legibility, nor shall tamper with the original copies or photocopies of the Halal certificate; he shall not translate the certificate in other languages without the control and consent of the IHC.

6.0 RESPONSIBILITIES OF CERTIFIED CLIENT FOR THE USE OF HALAL MARK/SEAL:

a. IHC Halal Certification Mark/Seal can only be used by organizations that are audited and certified by IHC. The client loses whole rights of using Halal Mark/Seal and certificate, if their certificate is invalid, suspended, withdrawn or cancelled.
b. IHC Halal Mark/Seal will only be granted to an organization after they successfully pass Stage-1 & 2 Halal Certification audits & close all Major & Minor Non-Conformities along with providing objective evidences.
c. Halal Certification Mark/Seal shall only be used for the activities defined in organization's product/production scope and shall be present on organization's company advertisement and stationary materials in an original way.
d. Advertising must be truthful and must not give rise to doubts or misinterpretations concerning the type, category, characteristics and performance of the relevant products. It must also avoid any misunderstanding between Certified and non- Certified products.
e. Halal Mark/Seal shall only be used to represent the conformity of the Halal certified products mentioned on the certificate.
f. Design, shape of IHC Halal Certification Mark/Seal shall not be changed by the client.
g. There shall be no ambiguity, in the Halal Mark/Seal or accompanying text used by certified client, related to their certification scope, certified site(s), and certification body who granted the certification.
h. Certified client shall not make or allow any misleading statement related to its certification & shall not permit the use of its certificate or any part of it in a misleading manner.
i. If the Certified client decides to add a new category/flavor/raw and packaging material in a

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product, which was IHC Halal Certified, they are responsible to inform all the details of the change to IHC in advance and only after the IHC successful evaluation, can they be added.

j. Halal Mark/Seal shall not be used for departments & premises that do not appear on the certificate & shall not be referenced in a manner that is different from certification scope.

k. The IHC Halal Mark/Seal cannot be used on any packaging material which contain any nudity or any text or images that can be considered against the spirit of Islam.

l. Certified client will not sell a IHC Halal Certified product carrying IHC Halal Mark/Seal to a buyer that may sell / distribute their Halal Certified product together with Khamr (any form of alcohol or Liquor or other HARAM products) such as a Bar or a Liquor shop.

m. If the Certified client finds out that their IHC Halal Certified product carrying IHC Halal Mark/Seal is being sold /distributed together with Khamr (any form of alcohol or Liquor or other HARAM products) in a Bar or a Liquor shop, they are responsible to withdraw their certified product from that venue / immediately recall their products from their buyer.

n. Certified client shall not use the Mark/Seal in a manner that would harm the reputation of IHC and/or certification system and loss of public trust.

o. Certified client shall amend all advertising material in case of the scope of certification has been reduced.

p. Halal Certificate owners who fail to renew their Halal certificates will not be allowed to use the Halal Mark/Seal at the premises or on the manufactured Halal products/services.

q. Halal Mark/Seal should be printed clearly on all certified Halal products and labeled on each box/package. Certified clients are allowed to print the colored Mark/Seal suitable to its packaging as long as it does not change the original specification(s) of the Mark/Seal except the size and color of the Mark/Seal which can be changed only with prior written approval from IHC over the required art work. The unique traceability code issued by IHC shall be printed beneath the IHC Halal Mark, on the product packaging.

r. The Halal Mark/Seal/certificate may be exhibited at the entrance/reception of the certified restaurant.

7.0 BREACH OF USE OF CERTIFICATE, HALAL MARK AND SEAL RULES:

In case of any breach or violation in use of IHC Halal Certification seal/Halal mark, by the client, breach or violation shall be prevented immediately and necessary precautions undertaken. IHC has the right to prohibit the use of certificate/ Halal mark and initiate the legal and juridical proceedings against the misuse of its Halal Mark. In such case, a notification shall directly be sent to related accreditation body, other regulatory authority and law enforcement agencies. As soon as IHC is informed about the breach of rules, client is investigated about the use of certificate, seal and Halal mark rules. Data and information in media & publication is investigated. Complaints from customers are investigated. When a breach of use of certificate / Halal mark is detected, corrective action request should be made by the client within defined period, failure to which, IHC shall implement below defined actions with a written notification to the certified client.

a. Certificate may be suspended or cancelled (withdrawn).
b. Certificate may not be renewed.
c. If required then should inform the accreditation body, government regulatory authority and other law enforcement agencies.

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d. Certificate suspension or withdrawal will be announced to public (through web).
e. Legal procedures are initiated.

8.0 SUSPENSION / TERMINATION OF CERTIFICATE

Certificates are suspended in below cases;

a. The Halal certified management system has persistently and seriously failed to meet Halal certification requirements.
b. Surveillance audits and recertification audits not allowed to be conducted according to required frequency or as scheduled and delay for 02 months from the due date.
c. In case of any breach or violation in use of IHC Halal Certification seal/mark, accreditation body mark (if applicable) by the client.
d. Violation of the terms of the signed certification agreement, e.g.: Non-payment of fees or Incorrect use of the certification mark.
e. Customer voluntarily requesting temporary suspension or termination.
f. Evidence received from authorities or direct consumers that could affect the Halal status of certified products, e.g. Evidence of non-compliance to regulatory/statutory requirements relevant for the Halal certification or evidence of serious incidents and condition found in Halal certified products and the status of certified products is in jeopardized.

The IHC authorized personnel shall decide on the action to be taken, based on a review and duly considerations of evidence. Client has the right to respond and appeal to the decision. Normally a 20 working days' notice for response and appeal are given. An appeal may be lodged through complaints procedure. At the end of expiry date of corrective actions closing date (max.20 days), all evidence shall be sent to IHC to verify that requested corrective actions are implemented. Depending on this verification, IHC will either:

a. Declare a positive result, revoke the suspension and declare a valid Halal certificate.
b. Declare a negative result due to failure to resolve the issues that resulted in suspension. (This situation will normally result in permanent withdrawal of the certificate by submission of revoke confirmation letter and made publically available on their website.)

In either case, client will receive a letter confirming the result. Suspension will not be more than 6 months. The customer has a right to appeal. An appeal may be lodged through the IHC complaints procedure.

9.0 WITHDRAWAL/CANCELLATION OF CERTIFICATE:

Withdrawal of the certificate shall be initiated if the audit shows that the non-compliance is of a serious nature or if the surveillance or re-audit is delayed by more than 4 months beyond the due date or if the client fails to settle the due payment of its financial obligation or if the client fails to take adequate measures in case of suspension or if any actions are taken by the client which would bring the International Halal Certification (Pvt) Ltd (IHC)'s scheme into disrepute.

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The decision to withdraw a certificate shall be formally communicated to the client including the requirements to terminate the use of the Halal certification mark/seal and any reference to certification and to Return certificate(s) and copies to IHC.

Certificates will be cancelled in case if the client does not wish to continue certification to the scheme or if the product, process or service is no longer offered or if the client ceases trading for whatever reason. When certificate is cancelled, it is published at IHC web site. All costs incurred by International Halal Certification (Pvt) Ltd (IHC), in the investigation of the misuse of the halal certificate/mark and in suspending and reinstating of certificates will be charged to the client.

10.0 USE AND TRACEABILITY GUIDELINE FOR THE OFFICIAL HAK LOGO AND HAK HALAL ACCREDITATION MARK:

International Halal Certification-certified clients are generally not permitted to use the HAK Halal Accreditation Mark directly on their products, packaging, or in a way that suggests HAK directly certifies their products. However, there are specific, controlled conditions under which limited use may be allowed:

1. **Written References:** Certified clients may make written references to their certification status, indicating that they have been certified by an IHC accredited by HAK. For example, Certified client can state something like, “Certified by [International Halal Certification] accredited by HAK” in reports or promotional materials, provided this does not imply that HAK itself certified the product.
2. **Use in IHC-Generated Documentation:** Clients may use certification reports or documents issued by the IHC that include the HAK mark. However, these documents should only be used in contexts where they clarify the client’s certification status and must not be used in general marketing or placed on products directly.
3. **Controlled Promotional Use by HCABs Only:** International Halal Certification are responsible for ensuring that any references made by clients comply with these guidelines and are restricted to clearly defined, non-misleading uses. Any other promotional use of the HAK mark by certified clients is prohibited unless explicitly approved in controlled formats as per the guideline.

11.0 RELATED DOCUMENT & RECORDS:

Suspension, Termination, Withdrawal and Scope Reduction Policy. (IHCP-SP-001/ Rev 01)

MEMORANDUM

I HAVE BEEN AUTHORIZED BY MY COMPANY TO SIGN THIS UNDERTAKING.

I HAVE READ AND UNDERSTOOD THE ABOVE INSTRUCTIONS FOR THE USE OF HALAL CERTIFICATE AND HALAL MARK/SEAL OF INTERNATIONAL HALAL CERTIFICATION AND AGREE TO BE BOUND BY THEM.

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HALAL MARK/SEAL & CERTIFICATE CAN ONLY BE ISSUED WHEN THIS DOCUMENT HAS BEEN RETURNED WITH A VALID SIGN AND SEAL.

NAME:

SIGNED BY: **POSITION:**
ORGANISATION:
DATE:
STAMP:

Please return to:

The Manager Operations
International Halal Certification
Email: manager-ops@international-halal.com

NAME: _____ SIGNATURE: _____

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