



ORGANIC SYSTEM PLAN (OSP) Quality Certification Services (QCS)

5700 SW 34th Street, Suite 349, Gainesville FL 32608
phone 352.377.0133 / fax 352.377.8363
www.qcsinfo.org

OSP 02: QCS ORGANIC CERTIFICATION AND MARK LICENSING CONTRACT

USDA Organic Regulations §205.200
ISO/IEC 17065 4.1.2 and 4.1.3

This contract is entered between Florida Certified Organic Growers and Consumers, Inc., doing business as Quality Certification Services (QCS), a corporation organized under the laws of the State of Florida and the following named entity:

(Legal entity name, hereby known as "Client")

By signing this contract, Client agrees to be bound by the following provisions regarding the certification services provided by QCS and the authorized uses of the QCS certification mark and its variants:

1. Period of Performance: This contract becomes effective as of the date this contract is signed by Client. The contract remains in effect until it is renewed through the execution of a new contract or is terminated or cancelled pursuant to the provisions of sections 6, 12, 13 and/or 14 of this contract.

2. Organic Program Regulations by Reference: The use of the term "organic" in the marketing or labeling of products is controlled by the relevant organic production standard(s) to which the Client has applied for certification including but not limited to: USDA National Organic Program at 7 C.F.R. Part §205 and its international trade arrangements (USDA organic equivalence) with Canada, the European Union, Japan, Korea, Switzerland, Taiwan and the United Kingdom; the QCS EU 834-2007 Organic Certification Requirements; Regulation (EU) 848 and its delegated and implementing acts; the Canada Organic Regime (COR); and Organic Plus Trust (OPT) Certified Grass-Fed Organic Livestock Program. QCS is accredited and recognized to certify products to the organic production standards described in the Certification Manual and governed by current organic production standards and all future changes to the standards as published by the standard holders. This contract incorporates by reference all applicable regulations and legally binding interpretations of those regulations. Both QCS and Client have an independent responsibility to obtain a current copy of the applicable standards, have a copy in their possession, and understand its provisions. QCS and Client agree to abide by the provisions to all organic standards for which the Client has applied for certification, and all amendments and legally binding interpretations issued by the courts or the standard holders as they apply to the respective rights and duties of QCS and Client.

3. Scope of Certification by QCS: The receipt of Certification through QCS warrants only that Client is in compliance with the applicable organic regulations. Certification through QCS does not warrant compliance with any other federal, state, local, or international law relating to the production, handling, processing, or marketing of agricultural products or the safety of Client's practices and products. It is Client's responsibility to identify and comply with all federal, state, and local laws, and obtain all required permits, applicable to Client's operation.

4. Ownership of the QCS Mark and Variants: QCS has sole ownership of the QCS logo displayed in the letterhead of this contract and all variants of that logo (Marks). QCS also has sole ownership of the name Quality Certification Services, the abbreviation QCS, and the phrases "Certified Organic by Quality Certification Services," "Certified Organic by QCS," "Certified by Quality Certification Services," and "Certified by QCS," (Mark Phrases) as these phrases relate to organic certification. Client understands and recognizes that QCS has the exclusive right to license the use of QCS Marks and Mark Phrases to entities who have received certification by QCS and for the purpose of marketing and labeling organic products. Client does not have the right to use any of the QCS Marks or Mark Phrases except as described in section 5 of this contract. Client understands that QCS Marks and Mark Phrases are distinctive in the organic market and may not be altered or challenged in any way.

5. Use of QCS Marks and Mark Phrases: Client may only use QCS Marks and Mark Phrases in the promotion, labeling, and marketing of products listed on Client's Product Verification Form (Verification) issued by QCS in conjunction with a valid organic certificate. Client will not use QCS Marks or Mark Phrases in a confusing or misleading manner, or to market, label, or promote products that are not listed on Client's current Verification. Client will not use QCS Marks or Mark Phrases to mislead or confuse consumers about Client's identity, the relationship between Client and QCS, or in any manner that brings QCS into disrepute. Client will submit copies or illustrations of all labels, signs, advertisements, and other promotional materials bearing QCS Marks or Mark Phrases to QCS for approval prior to use. QCS will respond in a timely manner and will not unreasonably withhold approval if the use of the QCS Marks and Mark Phrases is consistent with the applicable organic schemes and this contract.

6. Compliance with Organic System Plan and Manuals: Client warrants that the information submitted in the Organic System Plan (OSP) is complete and accurate. Upon issuance of a Certificate, QCS has determined that Client complies with the applicable organic regulations or will be compliant after correcting all minor noncompliances and provisions issued in conjunction with the Certificate. Client will address all minor noncompliances within the timeline provided by QCS and to QCS's reasonable satisfaction. Client's operations will at all times be compliant with the OSP approved by QCS and any noncompliance resolutions approved by QCS. Client will inform QCS of any proposed changes to the OSP and will not implement those changes until approved by QCS. If Client believes that immediate changes to the OSP are necessary for safety, health, or compelling financial reasons, reasonably believes that such changes are compliant with the applicable organic regulations, and assumes all risk that such changes may not be found compliant with the applicable organic regulations, Client may affect the necessary changes in the OSP and inform QCS of the changes not more than 30 days after their implementation. QCS will review the changes for compliance with the applicable organic regulations to which Client is certified. Client understands that, if said modifications to the OSP appear to violate the applicable organic regulations, they will be handled in accordance with the noncompliance procedures specific to the regulations of that organic scheme, including possible suspension, revocation and/or cancellation of Client's Certificate and this contract. Client has an affirmative and ongoing duty to ensure that QCS has accurate, timely, and complete information about the OSP as well as any complaints or investigations which relate to the organic



integrity of its operations. Providing false, misleading, or inaccurate information to QCS is a violation of this contract and the applicable organic regulations and may lead to the imposition of civil fines. Client will review all Manuals and information available at www.qcsinfo.org and agree to comply with all requirements.

7. Fees: Client has a duty to pay all applicable certification fees in a timely fashion and in accordance with QCS written policies and procedures and the applicable provisions of the applicable organic regulations. The QCS fee structure in effect on the effective date of this contract governs the fees and deposits that must be paid to QCS for the services provided in this contract. The fee schedule may change during the course of this contract and any changes will be communicated on the QCS website.

8. Client's Warranties and Indemnification: Client warrants that, to the best of Client's knowledge, the operations and products described in the OSP submitted and approved by QCS are compliant with all federal, state, and local regulations, laws, codes, and ordinances in the jurisdiction in which the OSP provides goods or services. Client acknowledges that QCS's approval of its OSP is solely a determination of Client's compliance with applicable organic regulations and is made solely for the purpose of marketing organic products or services. The Client hereby agrees to indemnify QCS, its staff, directors, officers, and independent contractors in relation to any duties or obligations undertaken by QCS pursuant to this contract. The Client agrees to hold QCS, its staff, directors, and independent contractors harmless and hereby waives any claims arising from QCS's duties under this contract, including negligence and gross negligence, on the part of QCS. This waiver of QCS liability is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the remaining portion shall remain valid and in effect notwithstanding the invalidated portion. Should QCS, notwithstanding this paragraph, be subject to an award of damages under this contract, the Client agrees that such damages shall not exceed the fees paid by the Client to QCS pursuant to this contract for the 12-month period encompassing the date of the occurrence from which the claim arose. If any portion of the Client's OSP includes areas open to the public in the normal course of business for the sale of produced, manufactured, or processed goods or food, and Client maintains a liability insurance policy, Client will name QCS as an additional insured on said policy.

9. Confidentiality: QCS, its agents, and its contractors/subcontractors will maintain the confidentiality of Client's confidential business information and not disclose such information without the approval of Client, except that QCS may disclose information requested pursuant to the apparent authority of their accreditation body(s) or another government agency or subpoena. Copies of completed audit reports and certificate(s) issued will always be sent to the accreditation body(s) and certification scheme owner(s). Client will identify with particularity what information is to be considered confidential business information. General information which appears on the Certificate and Verification, as well as contact information for Client, is not considered confidential business information. QCS and Client will maintain the confidentiality of all communications between Client and QCS and the contents of any inspection report written as a result of an onsite inspection. However, Client may disclose information to its agents, parent company, or subsidiaries and/or as requested pursuant to an apparent valid authority or government agency or subpoena.

10. Contractors/Subcontractors: QCS reserves the right to use contractors/subcontractors for the performance of inspections, soil testing, product testing, and other work related to certification. All contractors/subcontractors performing inspections and other work on behalf of QCS are subject to the confidentiality provisions of section 9 of this contract.

11. Accessibility: Client will make all necessary arrangements for the conduct of the evaluations and surveillance (if required), including, provision for examining documentation and access to all areas, equipment, records (including internal audit reports) and personnel for the purpose of evaluation (e.g., testing, inspection, assessment, surveillance, reassessment) and the investigation and resolution of complaints. Client will also make all necessary arrangements for the participation of observers (e.g., certification body staff, accreditation body staff, regulatory officials, trainees).

12. Certificate, Privileges, and Rights Not Assignable: The Client's Certificate, the consequent privilege to use the term "organic" under the applicable organic schemes and programs and the rights granted to Client under this contract are not transferable or assignable. Any attempt by Client to assign the Certificate, its privileges, its rights under this contract, or the use or licensing of QCS marks and mark phrases, variants, commercial names, abbreviations or commercial slogans, is void.

13. Renewal of Certification: Client will complete and submit to QCS all annual update (renewal) forms and fees by the Anniversary Date on the certificate and submit to the conditions of continuing certification described in the applicable organic regulations, including an annual onsite inspection and new compliance determination. If a certified operation does not deliver the annual renewal forms and applicable fees to QCS prior to the Anniversary Date on the certificate, QCS will commence noncompliance procedures, which may lead to the suspension of the Organic Certificate and termination of the contract. Should the client wish to renew the organic certification request and continue to be certified by QCS, Client shall submit such request in writing before the anniversary date on the certificate. Should the client submit their cancellation of this contract and surrender of certificate after the anniversary date, QCS may charge applicable fees as outlined in the QCS fee structure.

14. Termination of Contract: Client may request to terminate this contract at any time. Client may terminate this contract by mailing, e-mailing, or faxing a written notice to QCS stating the following: 1) that Client wishes to surrender its Certificate; 2) that Client recognizes that it may no longer use the term "organic" in the marketing or labeling of products for sale (except that an exempt or excluded operation, as described in the applicable organic regulations need not provide this statement in the notice); 3) that Client will immediately cease using the QCS Mark and Mark Phrases. In addition, Client must return the original Certificate and Verification issued to Client by QCS. QCS accepts all requests to surrender certification. If QCS reasonably determines that Client has no unresolved material noncompliances or unpaid financial obligations, QCS terminate this contract, and notify Client in writing of the termination.



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15. Cancellation for Noncompliance: QCS may cancel this contract if Client does not comply with the applicable organic regulations or the terms of this contract. Prior to cancellation of this contract and cancellation, revocation or suspension of the Certificate, QCS will follow the due process provisions in the applicable organic regulations, including the provision of Client with notice and the opportunity to respond, rebut, and/or correct any correctable noncompliances. If QCS cancels, suspends or revokes Client's Certificate in accordance with the procedures provided in the applicable organic regulations, this contract is cancelled on the effective date of the suspension or revocation of the Certificate.

16. Severability: The provisions of this contract are severable; should any provision be invalidated; the remaining provisions remain in effect.

17. Governing Law and Venue: This contract is governed by the laws of the State of Florida. Client and QCS will litigate any disputes which arise between them only in the courts of the Eighth Judicial Circuit Court of Florida located in Gainesville, Florida.

18. Modification of Contract: Any modification of this contract must be in writing and agreed to in writing by both Client and QCS.

19. Scope of Provisions. All provisions of this contract apply equally to clients who have requested one or more applications to QCS organic certification and related programs:

*Client must sign below **by hand or with an authenticated digital signature** prior to QCS accepting Client's application for Certification. Contracts containing a digital signature must be authenticated by submission to QCS from the email address associated with the signer or by including the last three digits of the Social Security number or national ID number of the signer.*

Acknowledged and agreed to by:

_____	_____	_____
Client Representative Name	Signature	Date
_____	_____	_____
Client Representative E-mail address	Last 3 digits of SSN or National ID	
_____	_____	_____
QCS Representative Name	Signature	Date