



QCS GLOBALG.A.P.
Service Contract Agreement
Quality Certification Services (QCS)

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

Effective on the date of signing of this service contract between Florida Certified Organic Growers and Consumers, Inc., doing business as Quality Certification Services (QCS) and _____ (Client), QCS and Client enter into this contract and agree to be bound by its provisions regarding the certification services provided by QCS and the authorized uses of the QCS certification mark and its variants. By signing this contract, Client and QCS agree to be bound by the following provisions:

1. Period of Performance: This service contract becomes effective on the date of signing. The contract remains in effect for a period of four years until it is renewed through the execution of a new contract or is terminated or cancelled pursuant to the provisions of sections 12, 13 and/or 14 of this contract.

2. GLOBALG.A.P. Sublicense and Certification Agreement: By signing of this service contract the Client explicitly acknowledges the receipt and acceptance of the GLOBALG.A.P. Sublicense and Certification Agreement for the participation as Interested Market Participant within the framework of the GLOBALG.A.P. System of Good Agricultural Practices between QCS and Client.

This Agreement covers the following standards, scopes, and sub-scopes within the GLOBALG.A.P. System.
 The scope of the Licensed Services:

STANDARDS	SCOPE	SUB-SCOPE
Integrated Farm Assurance (IFA)	Crops Base	Fruit & Vegetables <input type="checkbox"/>
Harmonized Produce Safety Standard (HPSS)	Crops Base	Fruit & Vegetables <input type="checkbox"/>
Add-On Type:	GRASP <input type="checkbox"/> FSMA PSR <input type="checkbox"/> TR-4 <input type="checkbox"/> CoC <input type="checkbox"/> Other _____	

3. Scope of GLOBALG.A.P. Certification by QCS: The receipt of GLOBALG.A.P. Certification through QCS warrants only that Client is in compliance with the GLOBALG.A.P. General Regulations, the applicable Standard(s) and the QCS GLOBALG.A.P. program requirements. GLOBALG.A.P. 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. Client agrees to indemnify QCS and hold QCS harmless against any claims that may arise related to Client's failure to comply with applicable federal, state, local, and international laws, permits, and food safety and handling regulations.

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 by Quality Certification Services," and "Certified by QCS," (Mark Phrases) as these phrases relate to GLOBALG.A.P. certification. 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 certified 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 market and may not be altered or challenged in any way.

5. Use of QCS Marks and Mark Phrases: The QCS name, Mark and/or Mark Phrases shall not be affixed to product or associated with any promotion, labeling or marketing of products listed on Client's GLOBALG.A.P. certificate issued by QCS. Client will not use QCS Marks, Mark Phrases, certificates, reports or any part thereof to mislead or confuse consumers about Client's identity, the relationship between Client and QCS, or in any manner that brings QCS into disrepute.

6. Compliance with GLOBALG.A.P. System: Client warrants that all the information submitted to QCS is complete and accurate. Upon issuance of a Certificate, QCS has determined that Client complies with the GLOBALG.A.P. System. Client's operations will at all times be compliant with the GLOBALG.A.P. General Regulations and applicable Standard(s). Client will inform QCS of any changes to its operation abiding by GLOBALG.A.P. General Regulations and notices issued by QCS regarding changes to standards. Client has an affirmative and ongoing duty to ensure that QCS has accurate, timely, and complete information about its operation. Client will maintain records of all complaints which relate to the integrity of its operations and will inform QCS of any complaints and the investigations of those complaints, any actions taken and the documentation of those activities. Providing false, misleading, or inaccurate information to QCS is a violation of this contract and GLOBALG.A.P. General Regulations, and may lead to cancellation of the Certificate.

7. 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 purposes of evaluation, (e.g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints. Client will also make all necessary arrangements for the participation of observers.

8. Fees: Client has a duty to pay all applicable certification deposits and fees in a timely fashion and in accordance with QCS written policies and procedures. 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. QCS will provide Client 60 days' written notice of any change in the fee structure. If Client fails to object in writing within 30 days of QCS mailing the notice, this contract and Client's financial obligations to QCS are modified to incorporate the change in fee structure. If client delivers an objection in writing within 30 days after QCS mails the written notice, QCS may terminate this contract by mailing Client written notice of the termination.



9. Client's Warranties and Indemnification: Client warrants that, to the best of Client's knowledge, the operations and products described in the application submitted to QCS are compliant with all federal, state, and local regulations, laws, codes, and ordinances in the jurisdiction in which the Client operates. Client acknowledges that QCS's GLOBALG.A.P. certification is solely a determination of Client's compliance with the GLOBALG.A.P. General Regulations and applicable Standard(s) and is made solely for the purpose of marketing products. Client agrees to only make claims regarding the certification consistent with the approved scope of certification and will not use the certification in a manner that is misleading or unauthorized and which will not bring QCS into disrepute. Client agrees to indemnify QCS, its employees, officers, owners, and subcontractors against third party claims arising from Client's operations that do not involve the scope of certification as described in section 3 of this contract. If the Client 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.

10. Confidentiality: QCS, its agents, and its 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), GLOBALG.A.P., a government agency or, subpoena. Client will identify with particularity what information is to be considered confidential business information. General information which appears on the Certificate, as well as contact information for Client, is not considered confidential business information. All information supplied by the applicant or obtained by the inspector related to applicant's operations or procedures, including photographs, shall be held strictly confidential by QCS, its employees, agents, and members, as well as by the inspector and shall not be divulged to other parties for any purpose without consent of the applicant. The inspector has the right and duty to report suspected fraud to the certification committee and/or the appropriate regulatory authority."

11. Subcontractors: QCS reserves the right to use subcontractors for the performance of inspections, soil testing, product testing, and other work related to certification. All subcontractors performing inspections and other work on behalf of QCS are subject to the confidentiality provisions of section 10 of this contract. If providing copies of certification documents to others, Client agrees to reproduce and provide copies in their entirety.

12. Certificate, Privileges, and Rights Not Assignable: The Client's Certificate, the consequent privilege to use it, and the rights granted to Client under this contract are not transferable or assignable. Any attempt by Client to assign the Certificate, its privileges, or its rights under this contract is void.

13. Renewal by Execution of New Contract: No less than 60 days prior to the anniversary date of the effective date of this contract, QCS will mail Client a new service contract. If Client wishes to commit to a new contract, Client will complete and sign the new contract, and submit to the conditions of continuing certification described in the GLOBALG.A.P. General Regulations and applicable Standard(s). The new contract may contain new or different terms and provisions. If a new contract is signed by both QCS and Client, the present contract is terminated on the effective date of the new contract.

14. Suspension for Non-conformance: One, several or all products or client's operation may be suspended. Operations are prohibited from using the GLOBALG.A.P logo/trademark, license/certificate or any other documentation during the suspension period. Operations must resolve the non-conformance before the set deadline in order for QCS to lift the suspension. If the nonconformance is not sufficiently addressed or not addressed prior to the set deadline, a product cancellation is issued.

15. Termination of Contract: Client may request to terminate this contract at any time if Client has no outstanding financial obligation to QCS and no unresolved material non-conformances. Client may terminate this contract by mailing or faxing a written notice of withdrawal/discontinuation of certification to QCS stating the following: 1) that Client wishes to change certifier; or 2) that Client recognizes that no longer wants to participate and use GLOBALG.A.P. certification in the marketing of products for sale. If QCS reasonably determines that Client has no unresolved material non-conformances or unpaid financial obligations, QCS will accept Client's request, terminate this contract, and notify Client in writing of the termination. QCS will make this determination in a timely manner. QCS may terminate this contract based upon Client's written objection to a proposed modification of the fee structure as described in section 8 of this contract. A termination of the contract will result on the Client's Certificate cancellation and total prohibition (all products, all sites) of the use of the GLOBALG.A.P. logo/trademark, license/certificate, and no device or document may be linked to GLOBALG.A.P.

16. Cancellation for Non-conformance: QCS may cancel this service contract if Client does not comply with the GLOBALG.A.P. General Regulations (e.g. Part I 6.4.3) or the terms of this contract. Prior to cancellation of this contract and cancellation of the Certificate, QCS will follow the due process. A cancellation of the contract will result on the Client's Certificate cancellation and total prohibition (all products, all sites) of the use of the GLOBALG.A.P. logo/trademark, license/certificate, and no device or document may be linked to GLOBALG.A.P.

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

18. 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.

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

20. Application to International Markets: The receipt of GLOBALG.A.P. certification through QCS warrants only that client is in compliance with the GLOBALG.A.P. General Regulations and applicable Standard(s). Client agrees to indemnify QCS and hold QCS harmless against any claims that may arise related to Client's failure to comply with international laws related to food production and handling.



The following parties have read, understand and agree to be bound by this contract:

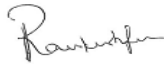
AGREEMENT AND ACKNOWLEDGEMENT

Acknowledged and agreed to by _____ on behalf of _____ as
(Person Signing) (Name of the legal entity)

_____ on _____
(Title of Person Signing) (Date) (Signature of Client)

Acknowledged and agreed to by Ramkrishnan Balasubramanian on behalf of Quality Certification Services.
(Person Signing)

as Chief Executive Officer
(Title of Person Signing)


(Signature of Authorized QCS Employee)