

INPUT REVIEW REGISTRY CONTRACT
Americert International (fka OIA North America)
2603 NW 13th St. #228 Gainesville, FL 32609

Whereas,

hereinafter "Operation", is an individual or company seeking certification that its products or services are compliant with third party standards, and, whereas Americert International, hereinafter "AI" is a company engaged in the business of providing third party verification of compliance with third party standards, the aforementioned parties hereby enter into this agreement exchanging the following bargained for exchange of promises related to AI assessing the Operation's products or services for compliance with third party standards.

1. **Standards Identified:** The standard(s) which the Operation is seeking certification of compliance with are the USDA National Organic Program Standards, as codified in 7 CFR 205 of the United States Code of Federal Regulations. Those standards are incorporated by reference into this contract in their entirety as they exist on the date of signing and as periodically amended by the USDA NOP, at which time the amendments are automatically included into this contract.
2. **Effective Date and Duration of Contract:** This contract is effective on the date signed by the last party signing, and remains in effect until any of the following occur: a) AI issues a Denial of Approval, b.) AI accepts a withdrawal from the Registry which the Operation has communicated to AI in writing, c.) AI issues a Notice of Suspension, or Notice of Revocation, d.) the Operation's approval is revoked or suspended by the USDA NOP, e.) A new contract for certification is entered into by AI and the Operation, or f.) AI terminates this contract due to breach of the contract on the part of the Operation.
3. **Standard:** AI and the Operation each have an independent and affirmative duty to seek out information about the Standard and the periodic amendments thereto and binding interpretations thereof, to know and understand the Standard and periodic amendments thereto and binding interpretations thereof, and to always remain compliant with the Standard its periodic amendments and binding interpretations thereof. By signing this contract both parties affirm that they are in possession of copies of the Standard and have read, understood, and agree to comply with the provisions and procedures contained therein.
4. **Compliance:** AI shall review information submitted by the Operation in compliance with the Standard. When, as a result of the review conducted by AI, AI determines that the operation complies with the Standard, AI shall grant approval to the Operation. In conducting the review, AI shall comply with the procedures and criteria provided in the Standard, USDA guidance and its own internal written guidance and procedures. If AI is unable to determine that the Operation complies, or affirmatively determines that the Operation does not comply, AI shall proceed in accordance with the Notice of Denial of Approval, Hold Pending Further Applicant Action, or Notice of Noncompliance, Proposed Suspension, or Revocation as provided in the Standard and guidance.
5. **System Plan:** The Standard requires that the Operation develop a system, consisting of appropriate practices, procedures, and policies, to comply with the provisions of the Standard. The Operation shall develop such a system and ensure that it is effectively implemented at all times. The Operation shall communicate truthfully, accurately, and completely to AI about the system so that AI can assess whether or not the Operation's system, as envisioned and as applied, is sufficient to comply with the Standard. The Operation shall complete and submit to AI a summary of the system plan annually for review, and shall comply with all of AI's requests for information about the existence, details, and effectiveness of the system plan. AI has the right to require that the Operation communicate this information in specific formats, through the use of specific forms, and at specific regular or surprise intervals and the Operation shall comply with AI's requirements in this part. AI shall assess all information received in order to determine compliance with the Standard and guidance. The Operation shall inform AI immediately of any changes in procedure, practices, or policies that vary from the system plan that AI has previously reviewed for compliance. Additionally, the Operation shall inform AI immediately of any incidents or events which would suggest to a reasonable person that the organic integrity of the system, or any product, ingredient, or land covered by the certification may have been compromised or may be compromised in the future. The Operation shall accept annual, periodic, and unannounced inspections by AI if requested by AI and its staff and subcontractors, and shall make all facilities, locations, records, staff, equipment, products, and land freely accessible to AI and its staff and subcontractors during inspections. The Operation agrees that AI may use subcontractors to perform work related to their certification.
6. **Financial Obligations:** The Operation shall pay all applicable fees for certification and certification related services as described in the AI fee schedule for this program within 60 days of being invoiced. Late fees and interest may be charged for invoices unpaid after 60 days of being issued by AI. AI has the right to amend or change the fee schedule at any time, with reasonable notice to the Operation. No refunds are provided for operations that fail to comply within a reasonable time with the Standard or which withdraw their application.
7. **Ownership of AI Marks and Phrases:** The Operation agrees that AI has the sole ownership in the AI logo and its variants, the use of the name Americert International, and the phrases "Approved for Use in Organic Agriculture by Americert International", "Approved by Americert International", and any phrases using the name Americert International in relation to certification or approval of products (hereinafter "AI mark and phrases"). The Operation agrees and stipulates that the AI mark and phrases are inherently distinctive and have acquired distinctiveness throughout the world in relation to certification and registration activities, and that AI mark and phrases have been previously used in trade and business. The Operation agrees to not challenge the same, and waives any defenses based upon contradicting any of the claims in this part. Operation agrees and stipulates that AI has the sole and exclusive rights to use and license the use of the AI mark and phrases. If AI extends a license to the Operation to limited use of the AI mark and phrases the Operation agrees that it may only use such mark and phrases in compliance with this contract and only until AI or the Operation terminate this contract. The Operation agrees and stipulates that regardless of the length or type of use of the AI mark and phrases, the Operation acquires no ownership interest or continuing right to the use of the mark and phrases except as described and provided for in this contract.
8. **Contingent and Limited Grant of Rights to Use Some AI Marks and Phrases:** If AI grants approval to an Operation, the Operation shall have the limited right to use some AI mark and phrases as provided in this part. The Operation shall have the right to use the AI logo and organic approval marks, and the phrases "Approved for Use in Organic Agriculture by Americert International" only in relation to the scope of products, locations, and services certified by AI under the Standard. The Operation shall not use the above listed marks and phrases in a misleading or confusing manner, including but not limited to marketing or promoting products, locations, or services which are not included in the scope of the approval issued by AI, misrepresenting in a way that is reasonably likely to confuse consumers about the relationship between the Operation, AI, and the USDA, or the certified status of products, or to confuse or mislead consumers or any party about the identity of the Operation. The Operation shall not use the mark and phrase in any manner that reasonably appears likely to bring AI into disrepute. The Operation shall submit copies of any proposed illustrations, labels, marketing or promotional materials, including text references that feature or include the use of the AI mark and phrase to AI for approval prior to use. AI shall promptly review any materials so submitted. AI shall not unreasonably withhold approval for the use if the use is compliant with the Standard and this contract. IA reserves the right to mandate the size, color, and form of any use of the AI logo, mark, and phrases. Upon termination of this contract, through withdrawal, revocation, or suspension, or termination the Operation shall promptly destroy any promotional materials, including labels, advertisements, and other materials using the AI mark and phrases, and return any original certificates of approval in the Operation's possession.
9. **Operation's Warranties and Indemnifications:** The Operation warrants that all information submitted to AI in conjunction with this contract is accurate, complete, and truthful. Future information and communications with AI in relation to this contract shall be accurate, complete, and truthful. The Operation warrants that it is in compliance with all local, state, federal, and international laws, regulations, and ordinances which apply to its operations and will remain in compliance therewith. The Operation acknowledges that any certificate or compliance decision issued by AI is related only to compliance with the Standard and does not represent any determination that the Operation is compliant with any other laws, regulations, ordinances or food safety guidelines or practices. The Operation agrees to indemnify AI, its staff, officers, directors, owners and independent contractors from any third party claims arising from the Operation's activities. If any portion of the Operation's facilities are open to the public in the normal course of business, and the business maintains liability insurance, the Operation shall add AI to its policy as an additional insured party at its own cost (if any.)
10. **Waiver of AI Liability:** The Operation hereby agrees to hold AI harmless and hereby waives any claims arising from AI's duties under this contract, including negligence and including gross negligence, on the part of AI, its staff, directors, officers, owners or independent contractors in relation to any duties or obligations undertaken by AI pursuant to this contract. This waiver of AI's 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 AI, notwithstanding this paragraph, be subject to an award of damages under this contract, the Operation agrees that such damages shall not exceed the fees paid by the Operation to AI pursuant to this contract for the 12 month period encompassing the date of the occurrence from which the claim arose.

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11. **Confidentiality:** Except as described in the Standard and guidance issued by AI, AI shall safeguard and maintain the confidentiality of all information obtained from the Operation in relation to this contract and the approval process. Information that shall be considered publicly available and not subject to confidentiality, includes:
1. The name of all currently certified/registered operations.
 2. The certificate issued to any currently certified/registered operations.
 3. Whether or not the operation is currently certified/registered or was certified/registered in the past.
 4. If the operation was previously certified/registered, whether the certificate was revoked, suspended, or surrendered.
 5. The products and facilities that the operation currently has certified/registered.
 6. Contact information for all currently certified/registered operations.
 7. Any restrictions on the use of products certified/registered under this program.
- Formal requests for applicant's confidential information received from law enforcement, regulatory bodies, and courts, pursuant to an apparently valid invocation of authority arising from law, the standard, regulation, or contract, shall be honored; however, the applicant shall be informed of the request prior to complying with the request so as to have reasonable opportunity to challenge the request, unless the information request is accompanied by a facially valid directive to not inform the client or applicant. Information, including what would otherwise be considered confidential applicant information, may be released by AI, without notice to the applicant, as follows:
1. Where explicitly or implicitly required in the standard, or as a condition of obtaining or maintaining AI's accreditation to certify to the standard, or to comply with a condition of the Quality System;
 2. Where, in the reasonable judgment of the Chief Executive Officer, such information is necessary to prevent physical, psychological, or significant economic damage to the applicant, any party or the public; and,
 3. Where, AI has reasonable grounds to believe that fraud, a willful regulatory violation, or any crime, is being committed by the applicant or a third party.
- It is the Operation's responsibility to designate what persons from its organization shall be granted free access to the Operation's certification file and to update, modify, and amend such information as necessary.
12. **Certification, Rights and Responsibilities Not Assignable:** The rights and responsibilities under this contract, including but not limited to the possession and use of any certificate issued by AI, and the right to use the AI marks and phrases, are not assignable nor transferable. Any attempt by the Operation to transfer or assign any right or responsibility under this contract is a violation of this contract which allows AI to terminate this contract at its discretion. Any attempt by the Operation to transfer or assign any of its rights or responsibilities under this contract will be void and without effect, or where allowed by law, voidable by AI.
13. **Severability:** If any provision of this contract shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this agreement that can be given an effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
14. **Governing Law, Forum and Venue:** The law governing this contract shall be the laws of the State of Florida. Any and all litigation which arises under this contract shall be initiated, prosecuted, and litigated solely in the federal or state courts located in Gainesville, Florida, and nowhere else. Both Parties to this contract agree that venue shall lie in Gainesville, Florida, and that both parties consent to jurisdiction of the federal and state courts located therein. Both parties agree and stipulate that the certification activities undertaken take place primarily in Florida, and that for the purposes of exercising jurisdiction over the parties, the act of the Operation submitting its information, payments, and ongoing compliance information to AI's office in Florida are substantial and continuous business dealings within the state and shall confer personal jurisdiction over the Operation. Further, the Operation stipulates and agrees that the products to be certified under this contract are intended to be sold in many places, including Florida, and that this intention, in conjunction with the certification activities undertaken by the Operation in Florida, by submitting its information, payments, and ongoing compliance information to the AI office in Florida constitute a further basis of having substantial and not isolated business dealings in Florida. The Operation hereby waives any challenges to a Florida court exercising personal jurisdiction over the Operation in any dispute that arises under this contract.
15. **Modification of Contract:** No modification to the terms of this contract shall be effective unless it is reduced to writing and signed by both parties.

1.) I attest and affirm that I am a duly authorized representative of the operation in whose name this application is being submitted, having been duly granted by the organization the authority to act on behalf of and bind the operation in whose name this application is being submitted; 2.) I agree and affirm that AI (and if applying for USDA NOP certification, the USDA NOP) may rely upon this representation and that if it is later found that I was not duly authorized, either because I misstated my status as authorized representative, or because I was mistaken, that I shall be held personally liable for any damages, consequences, or penalties that flow from a negligent, fraudulent, or mistaken representation of my status, including civil and criminal penalties, fines, and damages; 3.) I affirm that all the information submitted in this application, and any attachment or appendix is true, accurate, and complete; 4.) I agree that myself and the operation applying to obtain or maintain certification shall comply with the certification standard and policies, procedures, and determinations of AI (and if applying for USDA NOP certification, with Organic Foods Production Act of 1990, and the NOP Final Rule); 5.) I understand that facilities may be subject to announced and unannounced inspections by AI (and/or the USDA) and that certified product can be sampled and analyzed at any time; 6.) I agree to send additional information as requested by AI (and/or the USDA); 7.) I agree to immediately notify AI of any incidents which may call into question the certified (and/or organic) integrity of any product produced under this plan and certified by AI. I additionally agree to inform AI of any deviation from or change to this plan; 8.) I have obtained, read, and understand the standard, this Contract, guidance, and the standard. I have had any and all questions about the policies, procedures, and regulations contained therein answered to my satisfaction, and agree that the operation and myself will at all times remain compliant with those policies, procedures, and regulations.

Name of Person Attesting and Affirming to the Above and Agreeing, on Behalf of the Operation, that the Operation and Myself Shall Be Bound by the Above Enumerated Terms and Provisions:

Operation on Whose Behalf the Person is Attesting and Affirming to the Above and Agreeing to be Bound by the Above Enumerated Terms and Provisions, to Having Been Duly Authorized or Appointed to Act on the Operation's Behalf:

Under penalties of perjury, I swear, attest, and affirm that I am the authorized representative and agent for the operation in this matter, having been duly authorized or appointed to act on the operation's behalf and, in my capacity as agent, to bind the operation. Additionally, I swear and affirm that I have read and agree, on behalf of the operation to all of the provisions of this contract and request and that each question of the plan and application has been answered truthfully.

Signature of Authorized Representative:

Date Signed: