



OrganiTrust[®]

OrganiTrust[®] Certification Agreement

OrganiTrust® Certification Agreement

This Agreement takes effect on _____ and is made between:

OrganiTrust Certification Ltd, whose registered office is based in Sinckot House, 211 Station Rd, London HA1 2TP,

and

(please enter your company name and full address here)

hereafter, '**user**'.

OrganiTrust® agrees to grant an OrganiTrust® certification licence to the user subject to and in accordance with the signed terms of this Agreement, applicable Standards and annexes.

1. Glossary

1.1 In this Agreement, providing the context does not require otherwise, the meaning of the words and expressions in bold is provided below:

Application: formal request made by the user for certification; this includes all information submitted for certification purposes by the user, relevant to the user's operation and the certification requested, including any legal declaration made.

Certified sales declaration: a document issued annually by the user, using the template provided by OrganiTrust®, as part of the application pack, providing information OrganiTrust® will use to assess fees due for certification.

Licence: permission granted by OrganiTrust® to the user to market their products, services, entities and sites based on compliance with OrganiTrust®'s inspection systems in relation to all products, services, entities and sites specified in the licence application documents and subject to the relevant Standards.

Premises: the user's premises as shown above and any additional premises, address or site specified in the user's application documents.

Relevant Standards: the updated Standards with which the user must comply for certification for their products, entities, services and/or sites.

Renewal: expiry date specified on the licence.

1.2 In the text of this Agreement:

1.2.1 any reference to OrganiTrust® includes inspectors, employees, directors, agents or any authorised representatives of OrganiTrust®;

1.2.2 the use of any gender includes all other genders;

1.2.3 when the words 'including', 'include', 'in particular' or similar are used at the beginning of a sentence or list, such sentence/list shall be interpreted as illustrative and not limit the meaning of the words that precede such introductory terms;

1.2.4 the headings are assigned for readability and shall not affect the meaning of the Agreement.

1.3 Any annexes to this Agreement form part of the Agreement and shall have effect as if set out in this Agreement.

2. Basis of the Agreement

2.1 The user commits to providing OrganiTrust[®] with any information it may require relating to the products, services, entities, sites and locations where the user wishes to sell or market in accordance with the required Standards; such information shall be provided in the English language.

2.2 The user acknowledges that OrganiTrust[®] enters into this Agreement on the basis of inspection of the premises, outcomes of the audits and documents and other relevant information.

2.3 The user guarantees the accuracy and truthfulness of the information and documents provided to and/or inspected by OrganiTrust[®].

2.4 The user guarantees that no information has been withheld from OrganiTrust[®].

2.5 The user has read and understood the required Standards enforced at the date of this Agreement and commits to complying with them.

2.6 OrganiTrust[®] will publish amendments to Standards in the *OrganiTrust[®] Certification News* (or other relevant publication which is sent to the user); generally, such amendments will be enforced upon consultation with licensees and other parties concerned, and the user will be notified of changes therefrom at least one year before the changes are implemented into this Agreement. All amendments to this Agreement and its annexes shall be deemed to be binding unless the user notifies OrganiTrust[®] in writing within fourteen days of receipt of notification that it does not agree to such amendments and the reasons for such objection. Any amendments that are not expressly objected to will be considered as accepted and therefore binding.

3. The licence

3.1 Once the audits are passed successfully, and the application has been approved by the OrganiTrust[®] Certification Committee, the user will be issued with an OrganiTrust[®] licence valid for one year (subject to maintenance of OrganiTrust[®] Standard requirements).

3.2 The licence confirms compliance with OrganiTrust[®]'s inspection systems in relation to all products, services, entities and sites specified in the licence application documents and subject to the relevant Standards and enables the user to:

a) market the products, services, entities and sites listed on the licence, subject to this Agreement and the relevant Standards;

b) use the OrganiTrust[®] certification sign and its other trademarks on goods or services that are granted the OrganiTrust[®] certification licence, pursuant to the OrganiTrust[®] logo and associated trademarks usage terms, and subject to this Agreement and the relevant Standards.

4. No assignment or sublicensing

4.1 This Agreement and the licence it refers to are specific to the user and cannot be assigned to a third party.

4.2 The user is not entitled to grant any sublicense the OrganiTrust[®] logo and associated trademarks without the prior written consent of OrganiTrust[®].

5. Obligations for the user

The user commits to:

5.1 immediately notifying OrganiTrust[®] upon becoming aware of any infringement of the relevant Standards;

5.2 informing OrganiTrust[®] in a timely manner of any changes to the user's address and contact details, products, services, entities, manufacturing processes and changes in land acreage, management or ownership;

5.3 not marketing any new products, product formulations or services resulting from changes in 5.2 using the OrganiTrust[®] logo and associated trademarks until OrganiTrust[®] has determined whether reinspection is needed and confirmed approval;

5.4 not marketing any products or services not listed on the licence, pursuant to the relevant Standards;

5.5 allowing OrganiTrust[®] and OrganiTrust[®]'s accredited entities to enter the premises, including any production sites outside the scope of certification, and check equipment, staff and relevant records and documents. Inspections may be made without prior notice to the user and shall be carried out during working hours (between 8:00 and 17:00; exceptions will only be made for force majeure circumstances reasonably proven by the user, while the user remains liable for the void visit costs) to verify compliance with the Standards or in response to complaints received;

5.6 allowing OrganiTrust[®] and OrganiTrust[®]'s accredited entities to enter the premises and collect samples for analysis without prior notice to the user during working hours (between 8:00 and 17:00; exceptions will only be made for force majeure circumstances reasonably proven by the user, while the user remains liable for the void visit costs);

5.7 allowing OrganiTrust[®] to subcontract inspections and analyses as deemed necessary and granting said subcontractors access to the premises and other rights granted to OrganiTrust[®];

5.8 where requested, sending to OrganiTrust[®] a certified sales declaration no later than the due date;

5.9 complying with the relevant Standards applicable to products, services, entities and sites;

5.10 complying with all relevant Standards, laws and regulations applicable to the use of OrganiTrust[®] logo and associated trademarks;

5.11 taking appropriate action in a timely manner to address all complaints received about the user or its products, entities, services or sites, keeping a record of the complaints received and the actions taken;

5.12 not using any other certification mark, logo or sign confusingly similar to any OrganiTrust[®] logo or associated trademark for any purpose;

5.13 not using any OrganiTrust[®] logo or associated trademark or confusingly similar signs or wording as or as part of its trading or corporate name;

5.14 indemnifying OrganiTrust® against any expenses, damages, claims, losses, proceedings or liabilities resulting from or relating to any misrepresentation or breach of this Agreement by the user;

5.15 only reproducing or making copies of its certification licence and any other certification documents in their entirety.

6. Payment

6.1 The user shall pay to OrganiTrust®:

- a) a licence application fee, as detailed on the current fee sheet;
- b) additional audit fees, where applicable, and depending on the audit requirements, as detailed on the current fee sheet;
- c) a licence renewal fee, prior to any subsequent licence renewal.

6.2 OrganiTrust® reserves the right to review and modify the fees detailed on the current fee sheet; any changes shall apply, after notification to the user, at the following renewal date.

6.3 Fees are payable within fourteen days of the of invoice date. Late payments may result in termination or suspension of the licence, and OrganiTrust® reserves the right to charge interest on any unpaid fees. Such interests are due and payable at 2% per annum above Barclays Bank PLC base rate for the relevant time. Interest will accrue on a daily basis and will be compounded quarterly.

6.4 In addition to the fees detailed on the current fee sheet, the user shall pay any VAT (or other impost) which is due on any payment under this Agreement.

7. Duration

7.1 This Agreement shall commence on the date indicated on the first page and remain in force for one year or until terminated, before the one-year period, in accordance with the provisions of clause 8.

7.2 After one year, the user can apply for a renewal. Certification renewals are subject to the same fees and undergo the same robust audit procedures as new application submissions.

8. Termination

8.1 OrganiTrust® or the user may terminate this Agreement at any time by giving three months' written notice to the other party.

8.2 OrganiTrust® may terminate this Agreement immediately by giving notice to the user if:

- a) any information or documents supplied to or verified by OrganiTrust® are found to be incomplete, inaccurate, misleading or not truthful;
- b) the user (or any of the user's partners) has a winding up petition filed against it or if a resolution for winding up is passed;
- c) the user goes into liquidation, or an administrator, manager or receiver is appointed over all (or a substantial part) of the user's undertaking or assets;
- d) the user is not able to pay debts as they fall due or makes an assignment, agreement or composition with creditors or ceases (or threatens to cease) to trade;
- e) the user (if the user is an individual) becomes bankrupt or enters into an individual voluntary arrangement;
- f) the user breaches this Agreement as a result of any act or omission or fails to comply (in the reasonable opinion of OrganiTrust®) with the relevant Standards;

g) the user or its representatives refuse to allow OrganiTrust[®] or its accredited entities into the premises for an inspection;

h) OrganiTrust[®] ceases to be approved for licensing by the competent authority or owner of the Standards for any reason.

8.3 The user may terminate this Agreement immediately by giving notice to OrganiTrust[®] if:

a) OrganiTrust[®] has a winding up petition filed against it or if a resolution for winding up is passed;

b) OrganiTrust[®] goes into liquidation, or an administrator, manager or receiver is appointed over all (or a substantial part of) OrganiTrust[®]'s undertaking or assets;

c) OrganiTrust[®] is unable to pay debts as they fall due or makes an assignment, agreement or composition with creditors.

8.4 Fees will not be refunded in any instance of termination.

8.5 If the user terminates this Agreement without giving the required notice, it will be liable for any costs incurred by OrganiTrust[®] as a result of such termination, without prejudice to any right or remedy available to OrganiTrust[®], and including inspection costs as detailed in the fee sheet.

8.6 In any instance of termination of this Agreement, the user must pay to OrganiTrust[®] all sums due under this Agreement, as well as any accrued interest, within thirty days of termination.

8.7 If this Agreement is terminated by OrganiTrust[®] for any of the reasons listed above, OrganiTrust[®] reserves the right to inform any concerned parties who may have interest in the causes of such termination; concerned parties may include (but are not limited to) authorities, statutory bodies, other certification bodies and the press.

8.8 In any instance of termination of this Agreement, the user must immediately cease using the OrganiTrust[®] logo and associated trademarks and making any claims or references to the Standards in relation to its products, services, entities and sites, and withdraw any existing marketing material that makes such a claim or reference.

8.9 Termination of this Agreement by either party shall be without prejudice to the right of both parties to seek compensation for any prior breach of any provision of this Agreement.

9. Severability

If any provision of this Agreement is declared illegal for any reason, invalid or unenforceable by applicable English law, such provision shall be deleted, and all other provisions shall remain in force.

10. Notices

Any notice given by either party in relation to this Agreement shall:

a) be in writing;

b) be delivered by hand or sent by prepaid first-class ordinary post to the last known address of the other party or by fax to its most recently notified fax number;

c) if delivered by hand, be deemed to have been given immediately; if delivered by post, three business days after posting; if delivered by fax, as soon as confirmation of uninterrupted transmission is received by the sender.

11. Confidentiality and data protection

11.1 The user (including its employees, partners, agents and associated organisations) hereby grants to OrganiTrust[®] (including its inspectors, employees, directors, agents or any authorised representatives) the right to process (including the transfer of any such data outside of the European Economic Area) any and all personal and other relevant information about the user for any purpose related to:

11.1.1 the performance of the present Agreement and the discharge of OrganiTrust[®]'s obligations and duties pursuant to regulations and the relevant Standards, including the retention of relevant data for a period of five years beyond the termination of this Agreement;

11.1.2 the disclosure of data to other certification bodies in case of:

- a. termination of the Agreement;
- b. dual certification;
- c. assignment of certification;
- d. subcontracted production;
- e. investigation;

11.1.3 the disclosure of information to any competent authority or other entity requiring such data under relevant regulations or Standards;

11.1.4 the disclosure of data, under signed confidentiality agreement, to third parties, for the sole purpose of collecting anonymous data for research;

11.1.5 the supply of the user's name, contact details and general information to third parties;

11.1.6 marketing activities, including:

- a. sending the user information about events, promotions, products, campaigns services offered by OrganiTrust[®] and its associated organisations;
- b. disclosing the user's data to OrganiTrust[®]'s associated organisations, who may process it for such purposes (the user can request in writing to OrganiTrust[®] to opt out at any time);
- c. carrying out and publishing statistical and marketing analysis and research by OrganiTrust[®] (the user's data will only be disclosed to the public domain in an anonymised format or to the extent described above).

11.2 OrganiTrust[®] is a data controller under the Data Protection Act 1998 in respect of the processing described above. OrganiTrust[®] may also become a data controller pursuant to the relevant clauses included above. The user acknowledges that OrganiTrust[®] may process its data as set out above and acknowledges that such processing is necessary for the performance of this Agreement, the discharge of OrganiTrust[®]'s contractual and statutory obligations and the furtherance of OrganiTrust[®]'s legitimate business interests.

11.3 All confidential or sensitive information disclosed by the user will be treated by OrganiTrust[®] as strictly confidential except:

- a. if written permission is obtained from the user;
- b. if disclosure is required by law.

12. Rights of third parties

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 ('Act') by a third party, except that OrganiTrust[®] has the right to enforce the terms of this Agreement in accordance with the Act. This shall not affect any right or remedy of a third party which exists apart from under that Act.

13. Entire Agreement

The present Agreement, together with any relevant documents referred to within it, constitutes the whole Agreement, relating to its subject matter, between the parties. This Agreement supersedes and extinguishes any prior agreements and arrangements of any nature relating to the same subject matter, except where expressly indicated in this Agreement. Any terms implied into this Agreement by law are hereby excluded to the fullest extent permissible. Nevertheless, nothing in this Agreement excludes any liability for fraudulent pre-contract statements or representations.

14. Law and jurisdiction

This Agreement shall be governed by and interpreted in accordance with the relevant English law, and the user submits to the jurisdiction of the English courts.

15. Annexes

SIGNED by or on behalf of user: _____ X

Print name: _____ X

Position: _____ X

Address: _____ X

SIGNED by or on behalf of OrganiTrust®: _____

Print name: _____

Position: _____

Of OrganiTrust® Certification Limited, SinKot House, 211 Station Rd, London HA1 2TP