

<b>OF&amp;G Quality Manual</b>	<b>RD90 Declaration and Licensing Agreement for Organic Certification</b>
Linked Documents:	RD149, RD172, TL101, TL201, RD15, RD16.
Docs referred to:	OF&G Standards & Certification Manual

It is a condition of certification that all licensees sign their agreement to the following conditions. To be signed at application and annually thereafter	
<b>On Behalf of (Operator name):</b>	
<b>I agree to the statements given below</b>	
<b>Signed:</b>	
<b>Print Name:</b>	
<b>Date:</b>	

<b>I declare that:</b>	
<b>1. General</b>	
1.1	The information given in the Application/Annual Inspection Questionnaire is, to the best of my knowledge, accurate and forms the basis of an agreement with Organic Farmers & Growers CIC (OF&G).
1.2	I have read the OF&G Standards & Certification Manual and confirm that the provisions of the relevant standards contained therein have been observed from the date of this application, or the date specified, and will be henceforth.
1.3	I agree to permanently carry out operations in accordance with the OF&G Standards & Certification Manual, with particular reference to the labelling requirements of Section 4 and to accept, in the event of infringements, enforcement of the measures referred to in Sections 3 and 5 of the OF&G Standards & Certification Manual.
1.4	All complaints must be recorded, investigated, corrective action taken, reviewed, and made known to the inspector at the time of the inspection. (OF&G Standards & Certification Manual 3.6)
1.5	I understand that organic regulations do not override other statutory regulations but are in addition to them. I undertake to register my organic enterprise with the appropriate statutory authority (or authorities) and comply with all relevant regulations and codes of good practice.
1.6	I undertake to make available to OF&G, upon request, inspection reports, recommendations, discharge licenses etc. from Statutory Authorities.
1.7	I agree to inform OF&G immediately I become aware of any current, recent (within the last 12 months) or pending investigations or prosecutions.
1.8	I agree to immediately notify OF&G of any changes of ownership or management or changes to the production and storage facilities, products, composition and labelling of products, operating or importing procedures, which take place after these have been approved as part of certification or re-certification.
<b>2. Data Protection and Use of Information</b>	
2.1	I agree, on behalf of my organisation and all associated units and subcontractors, to permit OF&G to hold and supply to government departments and other relevant statutory bodies, information obtained for the purposes of certification. These bodies may publish this data as a public list. OF&G treats this data in confidence and will not disclose it to any other third party except where required or permitted to do so by law. Your signature on this declaration constitutes consent to this use of data.
2.2	OF&G is required to maintain an updated list containing the names and addresses of all registered operators under our control. We are further required to make this list available to any interested parties. Your signature on this declaration constitutes consent to this use of data.
2.3	OF&G also maintain a list of operators and their address and enterprise details, which we can supply to enquirers for the purposes of marketing and research. Please tick this box if you <b><u>DO</u></b> <b><u>NOT</u></b> want to be included on this list.
2.4	I understand that where the Certificate or certification has been suspended or withdrawn due to a Manifest Infringement or Major Non-Compliance, this will be notified to known customers, brand holders and other related parties.

<b>3. Sub-Contractors</b>	
3.1	I agree to provide a list and a description of the activities of all storage units and subcontractors involved in the production or preparation of products referred to in 1.4 (above) and which are contracted out to third parties, in part or in total. I undertake to ensure that such units agree to have their operations subject to the inspection regime specified in Section 5 of the OF&G Standards & Certification Manual. Where these facilities are situated in another Member State or region, I agree that they may be inspected by an inspection body or authority approved for inspection in that Member State or region.
<b>4. Access</b>	
4.1	I agree to provide access during normal working hours, for either arranged or unannounced visits, to Inspectors appointed and/or contracted by OF&G, Defra or the appointed accreditation body (UKAS) for the purpose of carrying out surveillance inspections and to provide access to any areas or information deemed necessary for the purposes of the inspection.
<b>5. Sampling</b>	
5.1	I agree to permit OF&G to take samples for testing of products or for checking production techniques or for detecting possible contamination by unauthorised products and to submit the results of our own voluntary inspection and sampling programmes where required.
<b>6. Use of Licence and OF&amp;G Logo</b>	
6.1	I will make claims regarding certification only in respect of the enterprises and products that comply with the requirements of the OF&G Standards & Certification Manual and for which certification has been granted.
6.2	I will not use the product certification in such a manner as to bring OF&G into disrepute.
6.3	I will endeavour to ensure that no certificate or any part thereof is used in a misleading manner and will not make any statement regarding certification, which OF&G may consider misleading or unauthorised.
6.4	I will ensure that references to certification on packaging and marketing materials, comply with the requirements of the OF&G Standards & Certification Manual by submitting them to OF&G for approval before use.
<b>7. Cancellation or Suspension of Certification</b>	
7.1	I understand that OF&G will notify Defra or the Devolved Regional Administrations, Trading Standards and other Control Bodies if the certificate is terminated or if a Manifest Infringement, which causes a crop or a batch of produce/product to lose its organic status, is identified
7.2	Upon cancellation or suspension of OF&G certification, I will discontinue the use of all advertising matter that contains any reference thereto and return my certification documents as required by OF&G. I will not produce or market products as organic thereafter using the OF&G logo or any reference to OF&G without the approval of OF&G. I will inform buyers of the product/s in writing and in good time, in order to ensure that the indications referring to the organic production method are removed from them.
7.3	Without prejudice to its other rights and remedies, OF&G shall be entitled to cancel or suspend your registration/certification immediately if: <ul style="list-style-type: none"> <li>a. you shall be guilty of any conduct that in the reasonable opinion of OF&amp;G brings OF&amp;G or the organic sector into disrepute;</li> <li>b. you commit any act of dishonesty or fraud (whether or not connected with your organic certification);</li> <li>c. you are convicted of any criminal offence which in the reasonable opinion of OF&amp;G brings into question your moral or ethical judgement.</li> </ul>
<b>8. Payment of Fees</b>	
8.1	I will pay all fees and costs related to the Certification Scheme as determined and published by the OF&G Board, in accordance with their credit terms.
8.2	Producer cancellation charges – OF&G reserves the right to charge if inspections are cancelled after the date has been confirmed.
8.3	Processor cancellation charges. Cancellation within 10 days of inspection visit - £412 + VAT. Cancellation within 24 hours of inspection visit - £684 + VAT.