TERMS AND CONDITIONS

1. **Certification Standards and Procedural Requirement**

It is understood by the Harvester and MCIA, (the parties), that the organic certification process is based on standards and procedural requirements that have been established and published by the United States Department of Agriculture (USDA) in its National Organic Program (NOP). These standards and procedures are the basis upon which certification of the Harvester’s operation will be made.

The Harvester agrees to comply with all certification standards and procedures as established under the NOP, including modifications of established standards and procedures as made by USDA.

Additionally, the parties agree to comply with regulatory standards and procedures required by the Organic Food Production Act and all applicable state laws, which govern the production and marketing of organically labeled products. The Harvester agrees to comply with all applicable federal, state, county and municipal laws and ordinances, acknowledges that he/she has reviewed and fully understands the certification standards, procedures and legal requirements referred to above and will comply with these standards, procedures and requirements in all respects.

1. **Disclosure of Information**

The Harvester will provide accurate and full representation of all production materials (inputs) and methods used in the production operation. This information will be used to develop a production plan which will then be used in the application for certification. The parties understand that the accuracy of the information provided to MCIA is crucial and any misrepresentation of information or failure to provide required information may result in denial of certification. In the event that certified status has already been granted, suspension and/or revocation of certification may result.

**3. Maintenance of Harvester’s Records**

 The Harvester agrees to maintain records of all input activities, materials used in production and changes to the production operation. The Harvester will also maintain record systems to accurately identify the origin of certified products and will track the distribution and marketing of those products through audit trail documentation. MCIA shall have the right to inspect these documents at any time.

1. **Certifying Agency’s Right to Inspect Harvester’s Operations and Facilities**

MCIA shall have the right to conduct an annual inspection of production operations and facilities, equipment, products, buildings and any other property used directly or indirectly in the production operation. Additional inspections may occur at MCIA’s discretion, or as required by the Administrator or State organic program’s governing State official.

1. **Confidentiality**

MCIA agrees not to disclose confidential business records and information to third parties, any unauthorized person or organization. However, it is understood by the parties that confidential business records and information may be shared with an official accreditation body, government agencies, or other certification organizations for the purposes of verifying certification and facilitating transactions involving certified products. Furthermore, it is understood by the parties that MCIA, acting as an agent of the USDA NOP, has enforcement responsibilities and duties that include reporting illegal activities and serious violations of organic standards and handling practices that may impact the integrity of the certification process or specific certified products. MCIA may employ the use of a subcontractor. The subcontractor must sign a confidentiality agreement that requires the subcontractor not to disclose any confidential business information about the Harvester. The Harvester consents to the possible use of a subcontractor by MCIA.

1. **Compliance with List of Materials/Inputs List**

The parties understand that the National Organic Program has a published a list of materials (the National List) that specifies what materials can and cannot be used in organic production/handling. It is the responsibility of the Harvester to review the list of materials and comply strictly with its contents. The parties understand that the use of any prohibited material in the production and/or handling of organic products may result in denial of certification or suspension of certification status.

1. **Meeting Deadlines**

The Harvester will complete and submit any and all information required by MCIA in a timely fashion. The Harvester understands that time is of the essence and that failure to submit information within established deadlines might result in the denial of certification or suspension of certification status.

1. **Use of Certifying Agency’s Logo and the USDA’s Seal**

If the Harvester‘s certification (or re-certification) application is approved, MCIA will issue a certificate to the Harvester, and this certificate will authorize the Harvester to use MCIA’s logo and the USDA seal (as per 205.311) until denial, suspension or revocation of the Harvester’s certification status. The Harvester acknowledges MCIA’s ownership rights in the MCIA logo and agrees not to infringe upon or otherwise use the logo in any way that is inconsistent with MCIA's ownership rights, the terms and conditions of this agreement, or the right of MCIA to continue to enjoy the goodwill and integrity associated with its logo.

The Harvester accepts responsibility for the proper use of the MCIA logo and USDA seal (as per 205.311) and further acknowledges that the logo and seal are intended solely for the use of the Harvester and only for use on products actually certified by MCIA. The Harvester agrees not to transfer the logo or seal or allow the logo and seal to be used by any other entity without written authorization from MCIA. The Harvester understands that MCIA may notify third parties of any improper and unauthorized use of the logo and seal when, in the sole discretion of MCIA, such notification is necessary to protect the integrity of the logo and seal and/or the certification process.

1. **Annual Renewal of Certification**

Certification must be renewed annually based on an annual application and annual inspection report and review. The parties understand that time is of the essence and that the renewal of certification is subject to strict deadlines. Failure to meet these deadlines may result in the denial, suspension or revocation of the Harvester’s certification status.

1. **Duty To Report Non-Compliance**

The Harvester shall immediately notify MCIA if the Harvester becomes aware of activities, events or circumstances, which limit or impede the ability of the Harvester to comply with certification standards and requirements, labeling requirements, or conditions on the use of MCIA’s logo or the USDA’s seal.

1. **Termination**

MCIA may, at its discretion, terminate this agreement if any of the following events occur:

1. The Harvester fails to pay fees when they are due;
2. The Harvester fails to comply with the terms and conditions of this agreement and noncompliance continues after written notice from MCIA to the Harvester;
3. Any voluntary or involuntary petition for bankruptcy is filed by or with respect to the Harvester.
4. **Effective Termination**

Upon termination of the agreement, all of the Harvester’s rights under this agreement shall terminate. The Harvester will immediately cease to use MCIA’s logo and the USDA seal and agrees not to use any logo, emblem or other marking similar to the logo or seal to avoid any misunderstanding that could lead a third party to believe that the Harvester is still authorized by MCIA to use MCIA’s logo or the USDA’s seal. Upon termination, the Harvester shall cease all marketing activities of products bearing MCIA’s logo or the USDA’s seal.

The parties understand that, upon termination, MCIA may release the Harvester’s certification records to any certification organization that subsequently enters into an agreement with the Harvester to certify the Harvester’s operation and such subsequent Certifying Agency requests these records.

1. **Scale of Sanctions**

Harvester agrees to abide and adhere to the MCIA Scale of Sanctions as written in the MCIA Organic Fee Schedule.

*Please print in black ink or type. Make a copy of this Agreement for your files, as this is a necessary part of your audit trail and Harvester records.*

***NOTE: Inspection MUST be done prior to production***

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| --- | --- | --- |
| Harvester’s Name       | Business Name       | Applicant Number      |
| Address       | County       |
| City       | State       | Zip Code       |
| Phone       | Fax        | Email       |
| Estimated Gross Organic Sales for Current Year      | Actual Gross Organic Sales for Previous Year      |
| Name Certificate to Be Issued In If Other Than Above      | Certification Fee[ ]  Paid by Harvester[ ]  Paid by:  |
| Harvester Agreement & Application: To the best of my knowledge, all information listed on this Agreement and the attached Application is true and correct. I understand and agree that inspection of the process I am requesting organic certification for must take place before organic production. I understand and agree to adhere to the National Organic Program Standards. I understand and agree to pay the MCIA fees to be charged for services.Signature of Harvester\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This agreement establishes the terms and conditions under which MCIA will review the Harvester’s application for certification (or re-certification). In consideration for a certification fee as stated in the fee schedule and a promise by the Harvester to comply with established organic certification standards, procedures, reporting requirements and performance conditions, MCIA agrees to conduct a review of the Harvester’s application and inspect the processing operation.

The purpose of this review will be to determine, based on the inspection report and information submitted by the Harvester, whether the Harvester’s operation meets established organic standards and performance conditions. This agreement does not guarantee that the Harvester’s operation will be certified.