

OIA NORTH AMERICA

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NOP Organic Handler Plan and Application

Form# NOP A4-v. 062309

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Operation Name:	<input type="text"/>	OIA Client # (if applicable):	<input type="text"/>
Date of Application:	<input type="text"/>	Primary Authorized Rep. Responsible for this App:	<input type="text"/>

I. CONTACTS, SECURITY, COMMUNICATIONS

NOTE: THE OPERATION MUST DESIGNATE ITS AUTHORIZED REPRESENTATIVES AND SECURED USERS IN THE APPLICATION AND PLAN. **AUTHORIZED REPRESENTATIVES** ARE PERSONS WHO ARE LEGALLY APPOINTED TO REPRESENT THE OPERATION APPLYING FOR CERTIFICATION, BIND THE OPERATION TO CONTRACTS, AND TO MAKE REPRESENTATIONS ABOUT THE ACTIVITIES AND OBLIGATIONS OF THE OPERATION. EACH OPERATION MUST HAVE AT LEAST ONE DESIGNATED PRIMARY AUTHORIZED REPRESENTATIVE WHO SHALL BE RESPONSIBLE FOR REQUESTING CERTIFICATION, SIGNING THE APPLICATION, SIGNING THE CERTIFICATION CONTRACT ON BEHALF OF THE OPERATION AND OTHERWISE ACTING AS THE OPERATION'S AGENT FOR THE PURPOSES OF CERTIFICATION. THE OPERATION MAY DESIGNATE UP TO THREE ADDITIONAL AUTHORIZED REPRESENTATIVES. **SECURED USERS** ARE PERSONS AUTHORIZED TO HAVE ACCESS TO THE OPERATION'S CONFIDENTIAL CERTIFICATION INFORMATION AND RECORDS. PERSONS NOT APPOINTED AS A SECURED USER BY THE OPERATION MAY ONLY ACCESS INFORMATION MADE AVAILABLE TO THE PUBLIC. BIOGRAPHICAL AND OTHER INFORMATION IS REQUESTED IN THIS FORM FROM SECURED USERS SO THAT THEIR IDENTITY CAN BE VERIFIED IF NECESSARY WHEN PROVIDING ACCESS TO THE OPERATION'S CONFIDENTIAL INFORMATION. ALL AUTHORIZED REPRESENTATIVES ARE AUTOMATICALLY CONSIDERED SECURED USERS. SECURED USERS ARE NOT AUTOMATICALLY AUTHORIZED REPRESENTATIVES UNLESS SPECIFICALLY DESIGNATED AS SUCH. IT IS THE OPERATION'S RESPONSIBILITY TO KEEP THE SECURED USER AND AUTHORIZED REPRESENTATIVE INFORMATION CURRENT WITH OIA NORTH AMERICA. ANY CHANGES TO SECURED USER OR AUTHORIZED REPRESENTATIVES MUST BE MADE IN WRITING BY AN AUTHORIZED REPRESENTATIVE. THE OPERATION HAS ALREADY DESIGNATED THE PRIMARY AUTHORIZED REPRESENTATIVE IN THE CERTIFICATION REQUEST FORM.

A. Billing Contact (The Billing Contact Must Be and Is Automatically Considered a Secured User.)

Billing Contact Name:	<input type="text"/>	Special Billing Instructions:	<input type="text"/>		
Email:	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>
Street (Mailing) Address:	<input type="text"/>	State:	<input type="text"/>	City:	<input type="text"/>
Country:	<input type="text"/>	Zip/Postal Code:	<input type="text"/>		
<input type="checkbox"/> Check here if the Billing Contact is Also Designated as an Authorized Representative. (See Above Definition)					
Because the Billing Contact is automatically a Secured User please enter the following information:		Contact's Date of Birth:	<input type="text"/>	Last 3 Digits of Contact's Soc. Sec. #:	<input type="text"/>

B. Consultant (If a third party consultant is used to assist in developing or implementing the operation's organic system or to assist in the certification process, the operation must disclose the following information about the consultant. Additionally, the operation must clarify whether or not the consultant is an Authorized Representative or a Secured User. In order for OIA North America to communicate with the consultant, he or she must at the very least be designated as a Secured User.)

Consultant Name:	<input type="text"/>	Organization or Company:	<input type="text"/>		
Email:	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>
Street (Mailing) Address:	<input type="text"/>	State:	<input type="text"/>	City:	<input type="text"/>
Country:	<input type="text"/>	Zip/Postal Code:	<input type="text"/>		
<input type="checkbox"/> Check here if the Consultant is Also Designated as an Authorized Representative. (See Above Definition)					
<input type="checkbox"/> Check here if the Consultant is Also Designated as a Secured User. (See Above Definition)					
<input type="checkbox"/> Check here if the Consultant is to be Copied On All Communications. (Must Be A Secured User to Elect this Option.)					
If you designated this person as Auth. Rep. or Sec. User, please enter the following information:		Consultant's Date of Birth:	<input type="text"/>	Last 3 Digits of Consultant's Soc. Sec. #:	<input type="text"/>

C. Products Labeled as "Made With Organic (Specific Ingredients or Food Groups)": At least 70% of ingredients are certified organic ingredients. List all products which are produced or planned for production and to be represented as "Made with Organic."

Product Name	SKUs (if applicable)	Are the ingredients identified as Organic in the information panel?	Is the phrase "Certified Organic by OIA North America" going to appear on the information panel?	Is the OIA North America logo going to be used?	List each organic ingredient or group identified in the label phrase "Made with Organic (Specific Ingredients or Food Groups)"

Please check here if you have additional "Made With Organic" products which there is not space here to list. See page 16.

Does the phrase "Made with Organic" . . . on the principal display panel appear in a font size no more than half the size of the largest font used on the principal display panel?
 Yes No.

Does the entire phrase appear in the same font type, size, and color without any highlighting?
 Yes No.

Are the percentage of organic ingredients listed on the principal display panel?
 Yes No.

If so, does the entire phrase appear in the same font type, size, and color without any highlighting?
 Yes No.

Is the percentage rounded down to the nearest whole percent?
 Yes No.

D. Products With Less than 70% Organic Ingredients: Organic ingredients may only be listed on the information panel, ingredient list, or side panel.

Please list any products which are made with less than 70% organic ingredients:

E. Organic Byproducts

Are any byproducts of processing or handling of organic products marketed as organic?
 Yes No.

Please list any byproducts marketed as organic:

F. Labels

Are the organic ingredients identified or marked in some manner in the ingredient list?
 Yes No.

Does the information panel contain the phrase "Certified Organic by OIA North America"?
 Yes No.

G. Water

How is water used in the operation?

- | | | |
|---|---|---|
| <input type="checkbox"/> Ingredient | <input type="checkbox"/> Cleaning ingredients and products. | <input type="checkbox"/> Transport |
| <input type="checkbox"/> Processing Aid . | <input type="checkbox"/> Cleaning equipment and facilities. | <input type="checkbox"/> Steam . |
| <input type="checkbox"/> Cooking . | <input type="checkbox"/> Cooling/Chilling . | <input type="checkbox"/> Other: . (Please Specify): |

If water is in contact with food or ingredients does it meet the Safe Drinking Water Act?

- Not Applicable . Yes . No. How do you know?

Are boiler additives, water treatments, or any chemicals used in the water?

- No. Yes. If yes, describe:

Does steam come into contact with organic product, ingredients, or food contact surfaces which have contact with organic product or ingredients?

- Not Applicable . Yes . No.

If you answered yes to the previous question, please describe what practices, procedures, or equipment is in place to prevent the contamination of organic products or ingredients with boiler additives and water treatments ?

Note: If you use boiler additives or chemical water treatments and steam comes into contact with food contact surfaces, ingredients, or product, you must attach a copy of the MSDS or technical data sheet to this application.

Is chlorine used in any portion of the processing, including cleaning of ingredients, products, or equipment?

- No. Yes. If yes, describe:

If yes, is documentation maintained that demonstrates that residual chlorine levels in water at the point of discharge do not exceed 4 ppm?

- Not Applicable . Yes . No. How often monitored?

III. MAINTAINING ORGANIC INTEGRITY

NOP Final Rule s. 205.201(a), 205.270, and 205.272

The NOP (National Organic Program) Final Rule requires that operations have in place practices and procedures that prevent contamination and commingling with either non-organic ingredients and products or prohibited substances. Packing materials, processing areas, and storage areas should not be contaminated with prohibited cleaning products, non-organic ingredients or products, pesticides or other prohibited substances. Reusable bins, equipment, and packaging must be cleaned and maintained in a manner that prevents contamination or commingling. The practices and procedures used to maintain organic integrity must be documented.

A. Facility Map and Process Flow Diagram:

You must attach to this application a facility map indicating all areas where organic products and ingredients will be stored and handled. Additionally, you must attach a process flow diagram which traces the movement of organic products and ingredients from the time they enter the facility until they leave the facility. Be sure to include in the process flow each stage where ingredients are combined, additives used, product stored or processed, and be sure to identify equipment used at each stage, as well as storage areas used.

B. Organic Integrity Program

Have you designed and implemented an Organic Integrity Program to prevent commingling and contamination of organic products and ingredients?

- Yes No. (If you answered Yes, attach a copy indicating the Organic Control Points (OCPs) identified.)

If you answered No, do you plan to design and implement such a program?

- Yes No.

Do you use any volatile solvents or synthetic processing aids or prohibited substances?

- No. Yes. If yes, describe:

Do you use ionizing radiation to treat ingredients or products?

- Yes No.

C. Monitoring:

Do you have a formal Quality Assurance program in place?

No. Yes.

If yes, describe:

Is the Quality Assurance plan documented in writing?

Yes No.

Is compliance with the QA plan verified through internal or external audits?

No. Yes.

If yes, describe:

Are the audit findings documented in writing?

Yes No.

Do you conduct any sampling or analysis of ingredients, in-process product, or finished product?

No. Yes.

If yes, describe:

Are analysis results documented and maintained?

Yes No.

Do you have a product recall plan in place?

No. Yes.

If yes,
describe the
recall
process:

Is the Quality Assurance plan documented in writing?

Yes No.

How do you verify
that incoming organic
ingredients are in fact
currently certified?

How do you verify that
incoming non-organic
ingredients are in fact
produced without the use of
prohibited practices such as
genetic modification,
irradiation, bio-solids, etc ?

D. Equipment Used in Organic Production: Please complete the following table for all equipment used to handle or process organic ingredients or products, including packaging such products.

Equipment Type and Description	Dedicated to Organic Only?	Cleaned (C) or Purged (P) Prior to use in Organic Production	If purge is used, describe purge process and amount. Is purge documented each time?

E. Sanitation:

Please indicate the cleaning and sanitation practices undertaken regularly in the facility:

- Scrubbing, brushing, or sweeping.
- Pressure washing.
- Steam cleaning.
- Compressed air or vaccuming.
- Clean in Place (CIP)
- Use of sanitizers, cleaners, soaps, etc.
- Heat or Heat Purge
- Material purge or surge.
- Disassemble and Clean

Additional methods:

F. Packaging

What type of packaging do incoming ingredients and products arrive in?

What type of in process packaging or containers are used?

What type of packaging or containers are used for final product?

	Containers Made of Impermeable Material?	Fully Enclosed and Sealed?	Are any of the materials exposed to or have been treated with preservative, fungicide, or any other substance used to control disease, fungus, or pests?	Where are Unused Packing Materials/Containers Stored?
Incoming Packing Materials				
In Process Containers or Packing Materials				
Final Packing Materials				

What procedures are in place for areas where packing materials are stored to ensure that they are not contaminated by cleaning, sanitation, pest control, and other activities where prohibited substances could come into contact with packing materials or containers stored prior to use?

Where are discarded or used packaging materials and containers stored?

If packing materials or containers are re-used, what procedures are in place for cleaning of materials or containers prior to re-use?

Please describe how the containers for incoming product, in-process product, and final product are clearly identifiable as organic

G. Storage

Please complete the following table for each storage area where organic products are stored. If there is no particular storage area of the type listed, please write N/A in the space.

	Location and Type	Is the storage organic only?	Address the potential for contamination and commingling.
Ingredient Storage			
Packing Material Storage			
In-Process Storage			
Final Product Storage			
Other Storage (Including Off-Site Storage*)			

* If there is off-site storage, please attach information about the address, the establishment, the name and address of the location and operator, the telephone number, the contact person, and the layout of the establishment, and details of the product stored.

H. Transport of Ingredients and Products

Please describe the process of receiving incoming products and ingredients:

Is your operation responsible for the transport of incoming products and ingredients?

Yes
 No

If you answered no to the previous question, have you provided written notification to the transporter of the requirements of handling organic product?

Yes
 No

Are the incoming transports used to move both organic and non-organic products?

Yes
 No

Are the incoming transports used to move both organic and non-organic products at the same time?

Yes
 No

Please describe what cleaning and loading practices are in place to ensure the organic integrity of incoming ingredients and products:

Please describe the transport and handling of in-process products and ingredients:

Please describe the procedures in place to ensure the organic integrity of in-process product and ingredients:

Please describe the shipping procedures for outgoing final products:

Is your operation responsible for the transport of final product?

Yes

No

If you answered no to the previous question, have you provided written notification to the transporter of the requirements of handling organic product?

Yes

No

Are the outgoing transports used to move both organic and non-organic products?

Yes

No

Are the outgoing transports used to move both organic and non-organic products at the same time?

Yes

No

Please describe what cleaning and loading practices are in place to ensure the organic integrity of outgoing ingredients and products:

IV. PEST CONTROL

NOP Final Rule s. 205.271

The NOP Final Rule requires preventative management practices to prevent pests, such as elimination of habitat, food sources, and excluding pests. Environmental factors, such as manipulation of temperature, light, humidity, air and air circulation to prevent the entry of pests. Pests can be controlled with the use of mechanical or physical methods such as traps, light or sound. Repellents may be used if they do not contain prohibited substances or products made with the use of excluded methods (GMOs). In the case that these measures are not effective synthetic substances not listed on the National List may be used if prior approval of OIA of the product, the method of application and the steps to be taken to prevent contamination of organic products is obtained. All pest control activities must be documented.

Who manages and conducts pest control activities for the facility?

Facility Staff.

Third Party Contracted Service Provider

Please identify the party and provide contact information:

Has the party documented in writing that they understand the NOP Final Rule pest control limitations and are committed to following the Rule?

Yes

No.

What Level One Pest Control Measures (Exclusion, Elimination of Habitat, Breeding Areas, and Food Sources) Are Used?

Structural Integrity (fill cracks, crevices, gaps, etc.)

Entrance/Egress Measures (air curtains, blowers, screens, sealed doors, door discipline, etc.) .

Sanitation and Refuse Management

Cleaning of equipment and facilities.

Eliminate exterior habitats.

Atmospheric Controls (temperature, humidity, light, air flow, positive air pressure, etc.)

Other: . (Please Specify):

What Level Two Pest Control Measures (Mechanical and Physical Controls) Are Used?

Mechanical Traps (rodent traps, electrocution ("bug zappers", glue boards/traps, etc.)

Sound, Light, or Visual Repellents

Non-synthetic Repellents (diatomaceous earth, nitrogen, carbon dioxide, non-synthetic waxes or oils)

Other: . (Please Specify):

What Level Three Pest Control Measures (Lures or Replents Listed on the National List) Are Used?

Boric Acid

Ammonium Carbonate Baits

Pheromone Traps

Other: . (Please Specify):

Are Level Four Pest Control Measures (Substances Not on the the National List) Used or Planned for Use if other methods fail?

Yes

No

If yes, please describe what substances are planned for use, under what conditions, and how will the organic integrity of ingredients, products, and areas be protected?

V. RECORDKEEPING AND MONITORING *NOP Final Rule s. 205.201(a)(5) and 205.202(c)*

NOTE: The NOP Final Rule requires that operations maintain records that disclose all of the activities of the operation and all transactions undertaken. The records must be maintained in a form which makes them easy to understand and audit. The records must be maintained for a minimum of 5 years. The records must demonstrate compliance with the NOP Final Rule and be made accessible to OIA North America, the USDA, and OIA North America's inspectors. Organic products must be capable of being traced back to the date processed and the ingredient provider.

A. Records Maintained

Please indicate the records and documentation maintained by the operation for organic operations:

- | | |
|---|--|
| <input type="checkbox"/> Certificates and Ingredient Affidavits. | <input type="checkbox"/> Batch Sheets |
| <input type="checkbox"/> Ingredient Invoices and Bills of Lading. | <input type="checkbox"/> Production Run Records |
| <input type="checkbox"/> Receiving Records | <input type="checkbox"/> Cleaning Logs |
| <input type="checkbox"/> Ingredient Analysis Records | <input type="checkbox"/> Discards and Rework Summary |
| <input type="checkbox"/> Ingredient and Input Purchase Orders and Remittance | <input type="checkbox"/> Packing Reports |
| <input type="checkbox"/> Ingredient Inventory Records | <input type="checkbox"/> Finished Product Inventory |
| <input type="checkbox"/> QA Reports | <input type="checkbox"/> Loading and Shipping Reports |
| <input type="checkbox"/> In-Process Product Inventory | <input type="checkbox"/> Sales Invoices/Receipts |
| <input type="checkbox"/> Equipment cleaning logs. | <input type="checkbox"/> Pest control application records |
| <input type="checkbox"/> Container cleaning logs. | <input type="checkbox"/> Complaint Log |
| <input type="checkbox"/> Transport cleaning logs | <input type="checkbox"/> Employee Training Materials |
| <input type="checkbox"/> Storage area cleaning logs | <input type="checkbox"/> Verification Non-GMO status (ingredients) |
| <input type="checkbox"/> Pest Observation Records | <input type="checkbox"/> Verification of Non-Biosolids (ingredients) |
| <input type="checkbox"/> Notice of organic requirements for transporters | <input type="checkbox"/> Verification Non-Irradiation(ingredients) |
| <input type="checkbox"/> Incoming Ingredient Lot Numbers | <input type="checkbox"/> Approved Pest Control Products List |
| <input type="checkbox"/> Finished Product Lot Numbers | <input type="checkbox"/> Approved SKU list |
| <input type="checkbox"/> Real Time Inventory (Ingredients and Finished Product) | <input type="checkbox"/> Contracts |
| <input type="checkbox"/> Supplier Traceability Records and System | <input type="checkbox"/> Master Recipe/Formulations Record |
| <input type="checkbox"/> Approved Ingredient Supplier List | <input type="checkbox"/> NOP Final Rule |
| <input type="checkbox"/> Approved Sanitizer and Cleaners List | <input type="checkbox"/> OIA Approved Handling Plan |

For how long do you maintain records related to organic production and activities?

B. Ingredient Traceability

Does the operation have systems in place so that the ingredients in a randomly chosen unit of finished product can be traced back to the supplier and the date received? Yes No

If you answered yes, please describe how the system works and how such a trace would be conducted by the OIA inspector. If you answered no, do you realize that you cannot be certified if the operation has no such system in place?

C. Product Recall System

Does the operation have systems in place so that all of the product produced in a given run, on a given production day, or using a particular batch of ingredients may be recalled? Yes No

If you answered yes, please describe how the system works and how such a mock recall would be conducted by the operation if requested to do so by the OIA inspector. If you answered no, do you realize that you cannot be certified if the operation has no such system in place?

D. Mass Balance of Ingredients

Does the operation have systems in place so that all of a particular ingredient purchased by the operation during a given period can be balanced against all of the finished product produced during a given period? Yes No

If you answered yes, please describe how the system works and how such a mass balance would be conducted by the operation if requested to do so by the OIA inspector. If you answered no, why do you not have such a system in place?

E. Mass Balance of Sales

Does the operation have systems in place so that the production and inventory of a particular finished product during a given period can be balanced against the sales and inventory during a given period? Yes No

If you answered yes, please describe how the system works and how such a mass balance would be conducted by the operation if requested to do so by the OIA inspector. If you answered no, why do you not have such a system in place?

VI. MISCELLANEOUS AND ADDITIONAL DOCUMENTATION

I. CONTACTS, SECURITY, COMMUNICATIONS

- The operation would like to designate additional Authorized Representatives or Secured Users: (You must complete and submit *Appendix I- Designation of Additional Authorized Representatives and Secure Users.*)

II. PRODUCT LABELING AND FORMULATION

- The operation needs to add additional products for which there is not space in this application. (You must complete and submit *Appendix II-A: Additional Products Labeling And Formulation Form.*)

- Mandatory:** The operation must attach a Form NOP AHP-Organic Product Profile (OPP) for each specific formulation for which it is requesting organic certification for under this plan. Each Organic Product Profile must be accompanied by a copy of the label to be used and organic certificates from the suppliers of organic ingredients.

- Mandatory:** If the operation uses boiler additives or chemical water treatments and steam comes into contact with food contact surfaces, ingredients, or product, you must attach a copy of the MSDS or technical data sheet to this plan.

III. MAINTAINING ORGANIC INTEGRITY

- Mandatory:** The operation must attach to this application a facility map indicating all areas where organic products and ingredients will be stored and handled. Additionally, attach a process flow diagram which traces the movement of organic products and ingredients from the time they enter the facility until they leave the facility. Be sure to include in the process flow each stage where ingredients are combined, additives used, product stored or processed, and be sure to identify equipment used at each stage, as well as storage areas used.

- If the operation stated that there is an Organic Integrity Program in place identifying Organic Control Points, a copy of this program must be attached to this application.

- Mandatory:** The operation must submit copies of a MSDS for each sanitizer, cleaner, soap, degreaser, and disinfectant listed in Section III. E of this plan and application. .

- If there is off-site storage of organic products or ingredients the operation must attach information about the address, the establishment, the name and address of the location and operator, the telephone number, the contact person, and the layout of the establishment, and details of the product stored must be submitted in a letter to OIA North America.

IV. PEST CONTROL

- Mandatory:** The operation must attach a MSDS and an application record for each substance requested for approval as part of the pest control plan and listed in the table in Section IV.

VII. CERTIFICATION AND MARK LICENSING CONTRACT

Whereas,

hereinafter "Operation", is an individual or company seeking certification that its products or services are compliant with third party standards, and, Whereas OIA North America, hereinafter "OIA" 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 OIA North America 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) OIA issues a Denial of Certification, b.) OIA accepts a withdrawal from certification which the Operation has communicated to OIA in compliance with the Certification Handbook for this program, c.) OIA North America issues a Notice of Suspension, or Notice of Revocation and the Operation has not requested an appeal or mediation in compliance with the procedure described in the Certification Handbook for this program, d.) the Operation's certification is revoked or suspended by the USDA NOP, e.) A new contract for certification is entered into by OIA and the Operation, or f.) OIA terminates this contract due to breach of the contract on the part of the Operation.
3. **Certification Handbook and the Standard:** OIA and the Operation each have an independent and affirmative duty to seek out information about the Standard and the Certification Handbook and periodic amendments thereto and binding interpretations thereof, to know and understand the Standard and the Certification Handbook and 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 the Certification Handbook and have read, understood, and agree to comply with the provisions and procedures contained therein.
4. **Compliance:** OIA shall review information submitted by the Operation in compliance with the Standard and the Certification Handbook. When, as a result of the review conducted by OIA, OIA determines that the operation complies with the Standard, OIA shall grant certification to the Operation. In conducting the review, OIA shall comply with the procedures and criteria provided in the Standard and the Certification Handbook. If OIA is unable to determine that the Operation complies, or affirmatively determines that the Operation does not comply, OIA shall proceed in accordance with the Notice of Denial of Certification, Hold Pending Further Applicant Action, or Notice of Noncompliance, Proposed Suspension, or Revocation as provided in the Standard and the Certification Handbook.
5. **Organic 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 OIA about the system so that OIA 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 OIA a summary of the organic system plan annually for review, and shall comply with all of OIA's requests for information about the existence, details, and effectiveness of the system plan. OIA 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 OIA's requirements in this part. OIA shall assess all information received in order to determine compliance with the Standard and the Certification Handbook. The Operation shall inform OIA immediately of any changes in procedure, practices, or policies that vary from the organic system plan that OIA has previously reviewed for compliance. Additionally, the Operation shall inform OIA 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 OIA and its staff and subcontractors, and shall make all facilities, locations, records, staff, equipment, products, and land freely accessible to OIA and its staff and subcontractors during inspections. The Operation agrees that OIA 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 OIA 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 OIA. OIA has the right to amend or change the fee schedule at any time, with reasonable notice to the Operation.
7. **Ownership of OIA Marks and Phrases:** The Operation agrees that OIA has the sole ownership in the OIA logo and its variants, the use of the name OIA North America, and the phrases "Certified Organic by OIA North America", "Certified by OIA North America", and any phrases using the name OIA North America in relation to certification (hereinafter "OIA mark and phrases"). The Operation agrees and stipulates that the OIA mark and phrases are inherently distinctive and have acquired distinctiveness throughout the world in relation to certification activities, and that OIA 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 OIA has the sole and exclusive rights to use and license the use of the OIA mark and phrases. If OIA extends a license to the Operation to limited use of the OIA mark and phrases the Operation agrees that it may only use such mark and phrases in compliance with this contract and only until OIA or the Operation terminate this contract. The Operation agrees and stipulates that regardless of the length or type of use of the OIA 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 OIA Mark and Phrases:** If OIA grants certification to an Operation, the Operation shall have the limited right to use some OIA mark and phrases as provided in this part. The Operation shall have the right to use the OIA North America logo and organic certification marks, and the phrase "Certified Organic by OIA North America" only in relation to the scope of products, locations, and services certified by OIA 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 certification issued by OIA North America, misrepresenting in a way that is reasonably likely to confuse consumers about the relationship between the Operation, OIA, 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 OIA 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 OIA mark and phrase to OIA for approval prior to use. OIA shall promptly review any materials so submitted. OIA shall not unreasonably withhold approval for the use if the use is compliant with the Standard, the Certification Handbook, and this contract. OIA reserves the right to mandate the size, color, and form of any use of the OIA logo, mark, and phrases. Upon termination of this contract, through withdrawal, revocation, or suspension, the Operation shall promptly destroy any promotional materials, including labels, advertisements, and other materials using the OIA mark and phrases, and return any original certificates of certification in the Operation's possession.
9. **Operation's Warranties and Indemnifications:** The Operation warrants that all information submitted to OIA in conjunction with this contract is accurate, complete, and truthful. Future information and communications with OIA 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 OIA 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 OIA, its staff, officers, directors, 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 OIA North America to its policy as an additional insured party at its own cost (if any.)
10. **Waiver of OIA Liability:** The Operation hereby agrees to hold OIA harmless and hereby waives any claims arising from OIA's duties under this contract, including negligence and including gross negligence, on the part of OIA, its staff, directors, officers, or independent contractors in relation to any duties or obligations undertaken by OIA pursuant to this contract. This waiver of OIA'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 OIA, 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 OIA pursuant to this contract for the 12 month period encompassing the date of the occurrence from which the claim arose.

11. **Confidentiality:** Except as described in the Certification Handbook and the Standard, OIA shall safeguard and maintain the confidentiality of all information obtained from the Operation in relation to this contract and the certification process. Information that shall be considered publicly available and not subject to confidentiality, includes:

1. The name of all currently certified operations.
2. The certificate issued to any currently certified operations.
3. Whether or not the operation is currently certified or was certified in the past.
4. If the operation was previously certified, whether the certificate was revoked, suspended, or surrendered.
5. The products and facilities that the operation currently has certified.
6. Contact information for all currently certified operations.

Formal requests for applicant's confidential information received from law enforcement, regulatory bodies, and courts, pursuant to a 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 OIA North America, without notice to the applicant, as follows:

1. Where explicitly or implicitly required in the standard, or as a condition of obtaining or maintaining OIA North America'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, OIA North America has reasonable grounds to believe that fraud, or any other 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 OIA, and the right to use the term "organic", and the OIA 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 OIA 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 OIA.

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 OIA North America'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 OIA 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.

Florida Law, which is the law governing this application and the contract between the applicant and OIA North America allows for the use of "electronic signatures." Specifically, Chapter 668 of the Florida Statutes provides that "Electronic signature" means any letters, characters, or symbols, manifested by electronic or similar means, executed or adopted by a party with an intent to authenticate a writing. A writing is electronically signed if an electronic signature is logically associated with such writing. It also provides that an "electronic signature" shall have the same force and effect as a written signature. You have the right not use "electronic signatures". Once you have used an "electronic signature" for one transaction, or one submission of your application, it does not mean that you must use "electronic signatures" in the future. You may "opt out" at any time, by submitting any document requested by OIA using the "original handwritten signature" provisions included on each OIA document. OIA provides all official notices using "original handwritten signatures" you have the right to provide all of your official notices and submissions and communications in the same way. Submitting any document to OIA using the approved OIA Electronic Submissions Provisions will be deemed as consent to use and intent to be bound by such provisions for that document only. You can receive a paper copy of any documents signed by you using an "Electronic Signature" simply by asking OIA in writing. OIA will provide electronic copies that can be printed by you and will not charge for this. If OIA prints the document and mails it to you, OIA will charge 10 cents (\$.10) per page so sent. If you have any questions about this policy or the use of "Electronic Signatures" you should not use an "Electronic Signature" but should contact OIA for more information.

If you agree with each of the following, please place a check mark by each provision. In order to use an "electronic signature" you must agree to each of the following provisions. If you do not want to use an "electronic signature" you may skip to the next section.

I would like to sign this and future documents using an "electronic signature."

I understand that I have the right to not use an "Electronic Signature" but to use an "original handwritten signature" for any document required by OIA North America.

I understand that consenting to the use of an "Electronic Signature" in this document, does not constitute consent to use "Electronic Signatures" for any future document.

I understand that I have the right to obtain a printed copy of this or any other document I have executed using an "electronic signature" from OIA, using the procedure and conditions described above.

I understand that an "electronic signature" is binding, valid, and has the same full legal effect of an "original handwritten signature". I agree that this document shall not be held to be unenforceable, inadmissible, or invalid on the basis that it contains an "electronic signature" rather than a "handwritten original signature". I agree that this document shall be entered into evidence in any proceeding on the basis of the stipulation that I am now giving that it is true, accurate, authentic, and was signed knowingly, voluntarily, and with full legal authority to do so on behalf of the organization or operation on whose behalf I am submitting it. I waive all evidentiary and procedural objections to its admission into evidence in any proceeding, as a condition and term of OIA accepting this application for certification.

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 OIA (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 OIA (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 OIA (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 OIA (and/or the USDA); 7.) I agree to immediately notify OIA of any incidents which may call into question the certified (and/or organic) integrity of any product produced under this plan and certified by OIA. I additionally agree to inform OIA of any deviation from or change to this plan; 8.) I have obtained, read, and understand the standard, this Contract, the Certification Manual, 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, t 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:

*To use an Electronic Signature rather than an original handwritten signature, please enter the first letter of your first name, your last name and the last three digits of your social security number (e.g. JSMITH024.)