



INTERNATIONAL FEDERATION OF ORGANIC AGRICULTURE MOVEMENTS

Use of the IFOAM Standard for Certification

CONTRACT

between:

<Title of organization>

hereinafter referred to as 'the IFOAM Standard User':

Address:

Country:

E-mail:

Contact person:

and

the International Federation of Organic Agriculture Movements e.V.

hereinafter referred to as 'IFOAM':

Address: Charles-de-Gaulle-Str. 5, 53113 Bonn, Germany

Telephone: +49-228-92650-10 Telefax: +49-228-92650-99

E-mail: headoffice@ifoam.org

Register: VR 8726 Amtsgericht Bonn, Germany

The parties agreed as follows:

1. Preamble

The IFOAM Organic Guarantee System is a set of services related to organic standards and certification developed by the International Federation of Organic Agriculture Movements (IFOAM). Established in 1972, IFOAM has been working in the area of organic standards and certification requirements for more than 30 years. IFOAM now represents more than 800 organizations from more than 100 countries, and manages a set of norms, known as the IFOAM Norms. These norms include the IFOAM Standard for Organic Production and Processing. The IFOAM Standard (IS) is an internationally applicable organic standard developed by IFOAM. It is a good, practical interpretation of the IFOAM Standards Requirements (Common Objectives and Requirements of Organic Standards), hence belongs to the IFOAM Family of Standards. The IFOAM Standard is an off-the-shelf standard which can be used by those wanting to outsource standard setting and maintenance and see the benefits of sharing the work with others and creating synergies on an international level. The conditions under which IFOAM can grant the use of the IFOAM Standard are defined under IFOAM Policy 41 "Use of the IFOAM Standard". The use of the IFOAM Standard by the IFOAM Standard User is regulated by this contract.

2. Scope of the Contract

This contract covers the use of the IFOAM Standard in its entirety, for the purpose of third party certification or alternative guarantee systems, including Participatory Guarantee Systems. It covers claims of use of, or compliance with, the IFOAM Standard by the IFOAM Standard User.

3. Obligations of IFOAM

Upon receipt of a complete application and payment of the first annual fee installment by the IFOAM Standard User, IFOAM shall:

- Grant the right to the IFOAM Standard User to use the IFOAM Standard to certify organic operators, in its entirety and with its complete name (including reference to IFOAM), or to claim compliance with it if the Standard User uses an adapted version of the IFOAM Standard.
- Provide a certification acknowledging that the IFOAM Standard User is allowed to offer certification against the IFOAM Standard, or a compliant standard and to state that the corresponding certification program is based on the IFOAM Standard or a standard compliant with it.
- Provide a set of communication tools in relation to the use of the IFOAM Standard or a standard compliant with it.
- Provide an always up-to-date English version of the IFOAM Standard to the IFOAM Standard User and inform the IFOAM Standard User about any change to the Standard.

4. Obligations of the IFOAM Standard User

The IFOAM Standard User shall:

- pay fees and submit data in accordance to the fee scheme in Annex 1 (Annex 1 might be subject to adjustments by IFOAM over the years);
- use the IFOAM Standard in its original version, or use a standard strictly compliant with it.
- claim to use the IFOAM Standard as such only if no change has been made to the content of the IFOAM Standard. When changes are made to the standard (title or content), any claim of use or compliance shall be truthful and not misleading with regards to the relationship and reference between the standard used by the IFOAM Standard User and the IFOAM Standard.
- commit to uptake of new versions of the IFOAM Standard in a timely manner, although transition periods can be provided to enable operators to adjust their practices to standard changes. Operators shall in any case be required to comply with a given version of the IFOAM Standard no later than 3 years after its publication by IFOAM.
- ascertain that reference to the use of the IFOAM Standard or compliance with it is only made when, and for as long as, this contract remains effective;
- acquire and maintain IFOAM affiliation for as long as this contract is effective, so as to be able to participate in IFOAM political and technical decisions influencing the directions of its Organic Guarantee System (this includes, for IFOAM full members, the right to submit motions on and to vote on the IFOAM Standard).

5. Disclosure of Data

The data submitted by the IFOAM Standard User in the context of this contract will not be disclosed to the public.

6. Termination

This contract may be terminated by either party with a period of three months to the end of any calendar year. After the termination the IFOAM Standard User shall immediately discontinue the use of the IFOAM Standard - or a standard compliant



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with it - for certification, and any statement regarding its use of compliance with it. The IFOAM Standard User shall remain bound to the acknowledgement of the absolute goal and exclusive rights of IFOAM to the logo and the term "IFOAM".

7. Liability

IFOAM's contractual liability is limited to damages caused by intentional acts or omissions, or by gross negligence.

8. Severability

Should any provision of this contract be or become ineffective, the validity of the remainder of the provisions shall continue to be valid.

9. Applicable Law and Jurisdiction

The parties shall make every reasonable effort to amicably settle disputes. Any disputes arising out of or with respect to this contract shall be governed by German law. Rules on conflicts of law shall not apply. The Courts of Bonn, Germany shall have exclusive jurisdiction.

10. Communication

Any communication in the performance of this contract shall be in English and in text form. It shall be delivered on paper, by fax or by email.

UNITING THE ORGANIC WORLD

The IFOAM Standard User
(date, name and signature)

IFOAM
Markus Arbenz
Executive Director
Date:

- Fee Scheme (Annex 1)
- The IFOAM Norms (Annex 2)