OPERATOR LICENSING AGREEMENT (CANADA)

GRANT OF LICENSE:

1. OCIA International, Inc. (“OCIA”) grants a non-exclusive license to the Operation (“Operation” or “Operator”) named below for the use of OCIA registered trademarks, names and/or seals as specified by the program to which Operator is certified. The license is limited to use of the trademarks, names and/or seals for promoting products certified by OCIA. The agreement remains in effect for the extent of the operations certification with OCIA International under any certification program.

TERMS OF THE LICENSE:

2. By signing this agreement, the Operator agrees to:

* 1. Provide complete, accurate and truthful information a) on all Organic System Plans and other documents submitted in support of an application for certification including all changes, modifications, or amendments to the previous Organic System Plan (if applicable), b) when responding to inquiries regarding the submitted certification materials, c) during each organic inspection or verification, and d) regarding the correction of any previous noncompliances or requirements for certification.
  2. Provide the names of other Certification Bodies to which prior certification, recognition, or evaluation were submitted along with all details pertaining to the application and resulting certification decision(s), including the year(s) of application(s), all previous noncompliances and requirements, and descriptions and evidence of the actions taken by the applicant to correct each noncompliance and requirement.
  3. Implement changes to comply with certification program requirements, such as when OCIA finds the Operator is out of compliance, the Operator initiates changes to the operation that affect certification, and/or when there are modifications to certification programs.
  4. Allow and cooperate during unannounced inspections at all production and processing sites, including conventional sites, per OCIA’s unannounced inspection policies.
  5. Have an authorized representative of the operation who is knowledgeable about the operation present during the entire inspection except in the case of unannounced inspections.
  6. Comply with:
     1. Current requirements for certification under the program(s) for which the Operator has been approved,
     2. Requirements and/or conditions imposed as a result of the certification review,
     3. Audit trail requirements for products ensuring traceability to the specific program(s) to which they are certified, and
     4. All applicable laws, regulations, ordinances and other government requirements.
  7. Provide unlimited access, including making all necessary arrangements for participation of observers as applicable, to conventional, transitional, organic operations, and sub-contractors, including but not limited to records and accounts relative to all methods of production.
  8. Maintain organic certification documents and records, including a copy of this agreement, for at least five (5) years or as required by the appropriate standards or governmental regulation, so that they can be examined and/or sampled during annual, unannounced, or verification inspections by authorized OCIA representatives, its accreditors, public officials and/or independent inspectors.
  9. Take appropriate action to address complaints and/or deficiencies in products that affect organic compliance, document all of the actions taken in a written record, which will be made available at inspection and to OCIA upon request. The log will include all complaints known to the operation related to compliance with organic certification requirements.
  10. Annually submit a) complete, updated documentation of all aspects of the organic operation with signatures of authorized representatives affirming their truthfulness and b) payment of all fees when due.
  11. Adhere to all OCIA labeling standards and submit samples of labels identifying OCIA as its certifier with certification documents and submit names and applicable labels for any other company for which the Operator will manufacture products that utilize the OCIA seal or name (private labels). Labels must be submitted for review and approval whenever any change is made to the labels.
  12. Notify OCIA immediately of any accidental or intentional application or use of prohibited materials to any product or part of its entire operation.
  13. Notify OCIA immediately of any issues that affect compliance of organic product or processes of the Operator, products received from other organic operators or subcontractors.
  14. Notify OCIA of any significant changes or potential significant changes to the organic operation that require changes to documents supporting the current certification and/or that may affect compliance or product conformity, including written notification of any changes affecting the legal status of the operation.
  15. Act in a manner that upholds OCIA’s reputation and the integrity of organic certification and relay only truthful information regarding the scope and status of the certified operation and products and will not advertise or sell any products which bear the term “organic” or its derivatives (unless currently certified by another organic certification body), the OCIA seal or name, the seal or name of any applicable government or accreditation body, or otherwise imply organic certification prior to being informed of the decision granting certification of that product specific to the certification program requested.
  16. Provide information to OCIA when requested regarding any alleged or actual misuse of the OCIA seal, name or good will, including product labeling, misleading claims regarding certification, and advertising, and make necessary arrangements for the processing of any complaints directed towards the operator.
  17. Immediately cease and desist from using the OCIA seal and/or name in association with its products in the event that its certification is denied, surrendered, suspended, revoked or otherwise terminated.
  18. Allow OCIA to utilize subcontracted work (i.e. inspection and laboratory testing) during the certification process and cooperate with any such subcontractors.
  19. Refrain from choosing or recommending organic inspectors for annual, unannounced, or verification inspections.
  20. Provide documentation to and accept all documents from OCIA related to certification in English unless otherwise specified by OCIA.
  21. Ensure when providing copies of certification documents to other entities, the documents are reproduced in their entirety or as specified in the certification program
  22. Inform OCIA immediately according to OCIA policy when the Operator decides to surrender certification.

3. By signing this agreement, OCIA International, Inc. agrees to:

* 1. Act in a neutral manner and maintain strict confidentiality for any information obtained from Operator regarding its organic operation unless:
     1. Operator provides written permission to release the information;
     2. The information, such as a list of producers and handlers certified by OCIA that includes the name and type of operation, its products and the effective date of certification, is required by law or an accreditor to be disclosed to the public;
     3. The information, such as to verify compliance, current certification status, adverse actions, complaints, or irregularities; is shared with another Certification Agency to which the Operator is currently certified or from which the Operator is currently requesting certification or with OCIA’s accreditation bodies;
     4. The information is required by law or by OCIA’s accreditation bodies to be disclosed to a third party and the disclosure is made known to Operator; or
     5. The information is necessary in a certification action regarding another operator and the disclosure is made known to Operator.
  2. Provide the name of the organic inspector prior to the inspection visit with the exception of unannounced or verification inspections.
  3. Schedule an inspection upon acceptance of the application or updated Organic System Plan, provide a full report of the inspection and evaluation outcome, and issue an organic certificate(s) (if applicable) within a reasonable length of time.
  4. Accept a request to stop the processing of an initial application for organic certification at any point and will not issue any further noncompliance(s) or certification decision(s) after the request; however the Operator will be responsible for all fees incurred by OCIA International to the point that the application processing ceased.
  5. Reconsider a certification application or decision and a) perform a new inspection (if applicable) or b) refer the Operator to another certifying agent if it is determined within 12 months of the certification decision that any party involved in OCIA’s certification process has or had a conflict of interest with the Operator. All costs associated with the reconsideration, including on-site inspection costs, will be incurred by OCIA if an actual conflict of interest existed. All fees associated with certification with OCIA for the current or most recent certification cycle, including inspection fees, will be reimbursed if the Operator must be referred to another certifying agent if an actual conflict of interest existed.
  6. Maintain an appeal process, which is outlined in OCIA policies and incorporated herein, as required by OCIA’s accreditation bodies.
  7. Maintain errors and omissions insurance to cover liabilities of OCIA, not to extend to Operator or Operation, to address situations where there is a significant risk of OCIA being sued.
  8. Not delegate authority for granting, maintaining, extending, suspending, or withdrawing certification to an outside body.

4. Both OCIA and Operator acknowledge that this is an enforceable agreement in accordance with each individual certification program, including the Canadian Organic Regime (“COR”). This agreement shall remain enforceable throughout the period of Operator’s certification specific to each individual certification program, including COR. Terms regarding use of the OCIA seal and name are further protected by federal and international trade mark registrations and shall remain enforceable in the event that this agreement is terminated by OCIA or by Operator. This agreement is not intended to limit other rights and remedies available to OCIA under state, federal, and/or international laws. The OCIA International Board of Directors shall maintain responsibility solely for certification decisions made to the OCIA International Standards program.

I acknowledge that with my signature, I agree to the terms of this agreement and understand that any failure to honor these terms may be cause for denial, suspension, or revocation of certification. I understand that signing this agreement in no way implies granting of certification by OCIA International.

**Amanda Brewster**

Authorized Representative for Operation OCIA Representative Name

**Executive Director**

Title/Company Title

Signature Date (*M/D/Y*) Signature Date (*M/D/Y*)