

Stellar Certification Services (SCS)

TERMS OF AGREEMENT

NOP Certified Organic Operations

The following agreement is between **STELLAR CERTIFICATION SERVICES (SCS)**, and

(Operator):

(Operator and Company Name)

- 1) Stellar Certification Services, Inc., (SCS) as an NOP accredited organic certifier, offers its name to Operators who fulfill legal requirements, as stated in U.S. National Organic Program 7 CFR Part 205, and demonstrate compliance with SCS' Program Manual. This fulfillment is determined by the submission of an Organic System Plan, an annual update, an annual visit by a qualified and trained inspector, a report based on that visit, evaluation of compliance by SCS as evidenced by the report, and Operator acceptance of conditions. This service applies to crop farmers, livestock farmers, wild harvest activity, processors, handlers, co-packers, and traders. Rights to the use of Stellar Certification Services' name are not transferable. The Operator agrees to adhere to all NOP organic regulations, and policies and procedures set forth by SCS.
- 2) SCS will provide each Operator with a certificate and will publish annually a list of such persons as required by law.
- 3) The Operator guarantees to SCS that all products will be kept free of contamination by non-approved chemicals and other products, that in the event of suspected application or drift of a prohibited substance or commingling with a non-approved product or material, SCS will be immediately notified.
- 4) As support to these activities, the Operator agrees to pay to SCS:
 - a. Annual renewal fees based on the fee schedule in effect at the time payment is due
 - b. Costs of inspection and evaluation as billed by SCS
 - c. Licensing Fees on certified product per fee schedule in effect, due with renewal fees
 - d. All other fees as outlined in the fee schedule in effect
- 5) The Operator agrees to give SCS access to all land, facilities and audit documents, including non-organic production areas, facilities and records, at any reasonable time without prior notice whenever Contractor requests such access.
- 6) The Operator will notify SCS of any changes that occur in the certified operation during the year, including but not limited to products to be certified, product sources, land base, materials used, and recipes. The Operator agrees that only those products specifically listed on the SCS certificate may be sold as organic and have use of SCS' name and logo, and that no ingredients will be used and no products labeled as organic without prior authorization and label approval. The Operator is expected to stay informed in regard to the NOP rule and any other legal requirements.
- 7) The Operator will label each packing unit before it leaves the facility with Operator's name, contact information, organic status of product, and certifier, as required by NOP regulations. An invoice and bill of lading, if applicable, will identify the product as organic and will accompany all shipments. Adequate audit trail records of all organic productions will be maintained in a manner that is easily auditable. Copies of all certification documents and records will be kept on file by the Operator for a minimum of 5 years.
- 8) This agreement is in effect for products grown and/or processed under active certification and is valid until certification is surrendered by the Operator, suspended or revoked by SCS, or until a new agreement is required by SCS. If the Operator chooses to surrender certification, licensing fees on the past year's sales, and sales up to the date of surrender in the current year will be paid to SCS at the rate indicated in the fee schedule in effect at the time of surrender. If the Operator violates this agreement, SCS may immediately begin non-compliance, suspension or revocation procedures, in which case the NOP Administrator will be notified.
- 9) The Operator agrees to hold SCS harmless in the event any product from the Operator's operation is found to contain residues of prohibited materials or toxic agents. The Operator understands that certification is a production standard, not a product safety standard.

FOR CERTIFIED ENTITY:

Name: _____ Signature: _____ Title: _____ Date: _____

FOR STELLAR CERTIFICATION SERVICES:

Name: Sally Lammers Signature: _____ Title: Executive Director Date: _____