



DEMETER ASSOCIATION, INC.

For Certification of BIODYNAMIC® AGRICULTURE

TERMS OF AGREEMENT – COMMERCIAL COMPOST OPERATION

1. **Demeter Association, Inc.** (Contractor) hereby grants to
(licensee) the right to use the Contractor's DEMETER® and BIODYNAMIC® certification marks and language on qualifying products. The Contractor certifies these products as meeting its Guidelines and Standards for Compost Production. Packaging, processing, and/or handling done by the Licensee or subcontracted by the Licensee must be approved under a separate agreement with the Contractor.
2. The Licensee understands that this right to use said marks and language are owned solely by the Contractor and are not transferable by Licensee to any other entity who further processes and/or packages the product, and Licensee assumes responsibility of so notifying customers and potential customers of this.
3. This agreement is granted pending the results of annual application and inspection of land, facilities, administrative procedures, and audit trail.
4. In consideration of rights granted, the Licensee will pay to the Contractor annual fees as outlined in the Fee Schedule in effect at the time fees are due, plus all costs of annual inspection, as well as possible testing and/or audit costs. Payment of annual renewal fees is due at the time that the annual certification renewal is due.
5. The Contractor will:
 - a. provide Licensee with Compost Guidelines and Standards, which will be periodically updated as research and conditions warrant.
 - b. provide renewal application forms to Licensee, review the information thereon, arrange an inspection visit with a suitable evaluator, and determine suitability of licensing.
 - c. upon granting of licensing, provide Licensee with a Certificate, shipping certificates (as requested), guidelines for labeling, and ready artwork for the certification mark.
 - d. respond to industry and public requests for confirmation of certification.
 - e. maintain confidentiality farming and facility information provided by Licensee.
 - f. within the context of its resources, work to raise industry and public awareness of the certification mark.
6. The Licensee will:
 - a. comply with the Guidelines and Standards established by the Contractor.
 - b. conduct itself in a manner supportive of the reputation and integrity of the certification process in its business, technical, and professional dealings.
 - c. establish and maintain complete and adequate records for the purpose of providing an audit trail that enables the product to be traced from sales of produce back to harvested crops and will make said records available to the Contractor and its agents upon request.
 - d. cooperate with audit and/or testing procedures should a question arise as to compliance with the Guidelines.
 - e. notify the Contractor immediately in the event of a change in circumstance which may jeopardize Licensee compliance with Contractor Guidelines and any changes in information initially supplied by Licensee.
 - f. affix Contractor certification mark and/or language to all products qualifying for same and to related documents involved in sale, trading and advertising of the product(s) and will submit same to Contractor for approval before printing or publication.
 - g. comply with all local, regional, state, and Federal laws and industry standards governing the production operation and the product.
 - h. notify the Contractor immediately of any change in source of materials used for production.



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- i. allow Contractor, or agent authorized on behalf of Contractor, access to all production areas, facilities, and audit documents, including non-certified areas, facilities and records, at any reasonable time without prior notice whenever Contractor requests such access.
- 7. The Licensee guarantees that products bearing the certification mark and/or language have been produced according to the Guidelines provided by the Contractor and in accordance with the information provided during the application process and verified by the on-site evaluation, and assumes full responsibility for proper use of the mark.
- 8. The Licensee agrees that only those products specifically listed on the Demeter certificate may be sold using the certification marks and that no ingredients will be used and no products labeled using the DEMETER® and/or BIODYNAMIC® certification marks without prior authorization and label approval by the Contractor.
- 9. The Licensee will label each packing unit according to the Demeter Labeling Standards for Certification Marks separately before it leaves the farm. Said label will bear the Licensee's name and/or company name and contact information, and indication of certification status.
- 10. In the event of Licensee violation of any part of this agreement, this contract automatically becomes invalid and Licensee loses the rights to use of the certification mark and/or language and must relinquish its Certificate and cease all use of certification mark and language.
- 11. The Licensee agrees to hold Demeter Association, Inc. harmless in event any product from the Licensee's operation is found to contain residues of prohibited materials or toxic agents. The Licensee understands that certification is a production standard, not a safety standard.
- 12. Licensee may, with or without cause, terminate this Contract upon any quarter ending, with 30 days written notice. It is understood that there will be no resultant refund of application or renewal fees or expenses and that licensing fees will be due on sales made through the end of the calendar quarter.
- 13. This agreement is in effect for products produced under valid certification and marketed subsequently. The right to use the labeling and the responsibility this carries for both parties are regulated by this agreement. This agreement must be signed before certification begins. If the Licensee violates this agreement, the Contractor can immediately invalidate this Contract. In such a case, the Licensee loses the right to use the labeling for the current year's products, will be removed from the list of authorized growers and will relinquish his/her certificate.
- 14. In the event of dual certification with another agency, when transferring certification to another agency, or if subcontractors are certified by another agency, information and data related to activities of this operation may be shared with other certification agencies and government authorities.

Agreed by Licensee OWNER/MANAGER:

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

FOR DEMETER ASSOCIATION:

Name:	Signature:	Title:	Date:
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