



INTERNATIONAL FEDERATION OF ORGANIC AGRICULTURE MOVEMENTS

IFOAM Family of Standards

BASIC or PROMOTION PACKAGE for a private STANDARD OWNER

CONTRACT

between:

<Title of organization>

hereinafter referred to as 'the Standard Owner':

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 Common Objectives and Requirements of Organic Standards (IFOAM Standards Requirements), which are the basis to assess standards for admission to the IFOAM Family of Standards. The IFOAM Family of Standards is a service in the IFOAM Organic Guarantee System drawing the line between organic and non-organic standards. The IFOAM Family of Standards comprises organic standards and regulations that have been approved as equivalent to the Common Objectives and Requirements of Organic Standards (IFOAM Standards Requirements) by IFOAM. Equivalence is assessed in accordance with equivalence assessment procedures defined in IFOAM's Policy 42 on the "IFOAM approval of Standards for inclusion in the IFOAM family of organic standards". The first admission of the Standard to and its continued inclusion in the IFOAM Family of Standards is regulated by this contract.

2. Scope of the Contract

IFOAM's Family of Standards offers Standard Owners a choice between two packages of services as demonstrated in Annex 1.

The Standard Owner has chosen the

- Basic Fee Scheme
- Promotion Fee Scheme.

3. Obligations of IFOAM

IFOAM shall

- publish the application of Standard Owner for admission of the Standard to the IFOAM Family of Standards and invite public comments for a period defined in the IFOAM Policies and Procedures;
- assess the equivalence of the Standard with the Common Objectives and Requirements of Organic Standards (IFOAM Standards Requirements),
- communicate a draft of the assessment and its reasons as well as the comments to the Standard Owner;
- allow the Standard Owner three weeks to review and comment this communication before IFOAM takes its decision;
- take and communicate its decision to the Standard Owner within four months after IFOAM receives the Standard Owner's complete application;
- publish the decision on the IFOAM website and by other appropriate means of communication.
- where the Standard is not admitted to the IFOAM Family of Standards, offer the Standard Owner the opportunity to amend the Standard to correct deficiencies identified during the assessment and to reapply within 12 months after the communication of IFOAM's final decision with no requirement to pay another admission fee;
- where the Standard is admitted to the IFOAM Family of Standards, provide the Standard Owner with the corresponding certificate.

4. Obligations of the Standard Owner

The Standard Owner shall

- submit its yearly turn-over figures in accordance to Annex 1;
- pay fees and submit data in accordance to Annex 1 (Annex 1 might be subject to adjustments by IFOAM over the years);
- provide all information, answers to questions and documents which may serve to assist the assessment in accordance to IFOAM's discretion;
- ascertain that reference to the IFOAM Family of Standards, to equivalence with the Common Objectives and Requirements of Organic Standards (IFOAM Standards Requirements), to approval of the Standard by IFOAM, or to IFOAM on the Standard documents themselves are only made when, and for as long as, the Standard has been approved in the IFOAM Family of Standards;
- immediately notify IFOAM of any major changes to the approved standard and notify IFOAM annually (by the 31st of December) of all changes made to the Standard during the corresponding calendar year;
- 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.

5. Disclosure of Documents and Findings

The documents and findings of the assessment procedure and related information may be disclosed by IFOAM. Budget figures of the Standard Owner will not be disclosed to the public.

6. Appeal Procedures

The Standard Owner has the right to appeal decisions taken by IFOAM to the IFOAM Executive Board in writing with detailed reasons for the appeal within four weeks after the communication of the decision. The IFOAM Executive Board shall render IFOAM's final decision.

7. Use of Family Logo

Insofar and as long as the Standard has been admitted to the IFOAM Family of Standards, the Standard Owner may use the IFOAM Family of Standards Logo to publicly communicate this fact. However, the Logo may not be used on or in relation to the marketing of products, including those, which have been produced in accordance with the Standard. IFOAM does not intend to ask for a licensing fee in addition to the fees laid down here, however, it may impose limiting rules for the use of the logo and revoke the permission to use the Logo at its discretion. The Standard Owner acknowledges the absolute global and exclusive rights of IFOAM to the Logo and the term "IFOAM". The Standard Owner will assume responsibility for its use of the Logo, with no warranty by IFOAM. In particular, IFOAM shall not be liable for the infringement of any trademark or right of a third party. It is in the discretion of IFOAM to seek and maintain trademark registration. For use on products, as a service distinct from that of granting the right to use the IFOAM Family of Standards Logo, IFOAM intends to grant the use of the IFOAM Global Organic Mark to operators which meet the Standard. This separate service allows operators to refer to the membership of the Standard in the IFOAM Family of Standards by using the IFOAM Global Organic Mark on and in relation to the marketing of products. Such use will be governed by agreements to be entered into by IFOAM and each operator. These agreements will be separate from the agreement represented by this contract.

See below for a reproduction of the IFOAM Family of Standards Logo.



8. 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 standard owner remains bound to the acknowledgement of the absolute global and exclusive rights of IFOAM to the Logo and the term "IFOAM".

9. Liability

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

10. Severability

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

11. 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.

12. 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.

The Standard Owner
(date, name and signature)

IFOAM
(date, name and signature)

- Fee Scheme (Annex 1)
- IFOAM Standards Requirements – Common Objectives and Requirements of Organic Standards (IFOAM Standards Requirements) (Annex 2)