

February 2007
AGREEMENT ON EQUIVALENCE BETWEEN ORGANIC CERTIFICATION BODIES
ACCREDITED TO IFOAM BASIC STANDARDS AND CRITERIA FOR ORGANIC
CERTIFICATION

THIS AGREEMENT replaces the agreement made in February, 2003

BETWEEN

the undersigned organic certification programs accredited in accordance with
IFOAM Basic Standards and Criteria for operation of organic certification

1. DEFINITIONS AND ABBREVIATIONS

IFOAM ~ International Federation of Organic Agriculture Movements

IFOAM ACCREDITATION ~ Procedure by which the IOAS formally recognizes through the signing of an accreditation Agreement that a certification body is competent to carry out the certification function and is complying with the IFOAM Standards and IFOAM Accreditation Criteria.

IFOAM BASIC STANDARDS ~ International standards for organic production and processing, established by the General Assembly of the International Federation of Organic Agricultural Movements.

ACCREDITATION CRITERIA ~ The requirements established by IFOAM, for the structure, policies and procedures of a certification body.

ACCREDITATION CONDITIONS ~ The improvements and changes required by the IOAS as conditions for IFOAM accreditation and set down in the accreditation Agreement.

IFOAM ACCREDITED Body ~ A certification body that has been IFOAM accredited.

IFOAM ACCREDITED PROGRAM~ The organic certification program specified in the IFOAM accreditation scope.

EQUIVALENCE ~ with reference to standards and operating procedures, 'equivalence' means 'equal to' as judged by the signatories, and not necessarily identical in content or approach

STANDARDS ~ guidelines and requirements for organic production and processing as defined by each signatory

CERTIFICATE ~ the document issued to a licensee of the signatory company to indicate that the operation (and in respect of a transaction certificate, the consignment) complies with the standards

2. PURPOSE

The purpose of this agreement is the facilitation of world trade in products derived from systems of organic agriculture and processing, certified by the various signatories.

3. WHEREAS:

3.1 All signatories are inspection/certification bodies for organic food and farming;

3.2 All signatories are IFOAM Accredited;

3.3 IFOAM Accreditation exists to provide a comprehensive and formalized regulatory system and a mechanism for the independent verification of the standards and inspection and general operating procedures of individual certification programs;

3.4 All signatories wish to recognise the equivalence of each other's certification procedures on the basis of their respective IFOAM accreditation;

3.5 IFOAM Accreditation allows for local interpretation of organic standards. Variations in standards do exist between the various signatories.

4. NOW IT IS HEREBY AGREED that:

- 4.1 All signatories recognise the equivalence of each other in terms of inspection and certification procedures and ongoing surveillance on the basis of their IFOAM accreditation;
- 4.2 Each signatory has evaluated its standards against the IFOAM Basic Standards. Any additional requirements necessary for acceptance of another ACB's certification decision must be listed in Annex I.;
- 4.3 Subject to the additional requirements provided for in 4.2, all signatories otherwise recognise each others certification decisions.;
- 4.4 Subject to the additional requirements provided for in 4.2, a certificate issued by any of the signatories for a given production system, a given scope of activity and specified range of products is considered equivalent to a certificate issued by any of the others;
- 4.5 Notwithstanding any other provision of this agreement, each party individually shall be solely responsible to comply with any Agreements and commitments entered into within the context of their IFOAM accreditation and to any accreditation conditions imposed thereby;
- 4.6 Each party individually shall be solely responsible for complying with, and maintaining operational procedures and certification systems as provided by this agreement.
- 4.7 Without prejudice to the obligations of each party laid down in Sections 4 and 5 of this Agreement, the equivalence of each other's standards and certification procedures as specified in Section 4 of this agreement does not create any right or obligation of any party, in particular as regards the certification of products certified by any of the signatories or the use of any trademark of any of the signatories.

5. OBLIGATIONS OF EACH PARTY

- 5.1 To provide the other signatories, upon request, with copies of their own current organic standards for all products and enterprises covered.
- 5.2 To provide the other signatories, upon request, a copy of their own IFOAM accreditation contract, and accreditation conditions;
- 5.3 To notify other signatories of changes in additional requirements listed in Annex I according to the operating procedure in Annex II;
- 5.4 To provide the other signatories, upon request,, further specific details (inspection reports, conditions imposed on licensee etc.) and clarification of standards and operating procedures as necessary, as far as legally admitted;
- 5.5 To provide the other signatories, upon request, listings of all certified operators, as far as legally admitted;
- 5.6 To provide to each other signatory all decertification notices where the products may enter international trade;

- 5.7 To provide to each other signatory notification in case of loss of accreditation or approval by regulatory authorities;
- 5.8 To provide the other signatories, upon request, a sample copy of the annual certificate issued to operators that establishes their authenticity and a transaction certificate which authenticates individual consignments;
- 5.9 To manage this agreement under the guidance of a mutually agreed procedure as laid down in Annex II;
- 5.10 To maintain contact with all other signatories to ensure the smooth implementation of this agreement and to endeavour to solve any problems which may arise;
- 5.11 To revise, if necessary, this agreement, in the event that the IFOAM Accreditation criteria on certification transference are modified or criteria relating to partnerships are developed;
- 5.12 To inform and promote to the best of its ability the acceptability and use by customers or licensees, the certifications by any of the signatories and IFOAM accreditation in general.

6. PARTY TERMINATION

- 6.1 Any party may exclude itself from this Agreement by giving one month's written notice to the other signatories but this shall not affect Clauses 8 and 11 which shall remain in full force and effect. Such notice may be given at any time.
- 6.2 In the event of IFOAM accreditation being withdrawn from one of the signatories or in the event of voluntary withdrawal of one of the signatories, that party is excluded from this agreement.

7. PARTY ADDITION

On achieving IFOAM Accreditation, any certification program may commit to this agreement by becoming a signatory and complying with its requirements. The party shall sign a copy of the agreement and submit a copy to the agreement administrator, who will in turn advise all other signatories.

8. CONFIDENTIALITY

All signatories undertake to keep confidential any confidential information supplied by any other party in accordance with the requirements of this Agreement.

9. SEVERABILITY

If any part of this Agreement becomes invalid or unenforceable by reason of any provision of applicable law it shall be deleted and the remaining parts shall continue in full force and effect.

10. NOTICES

Any notice to be given by any party to any other shall be in writing. Notice may be delivered by hand, post, fax, or e-mail.

11. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules (except as agreed hereunder) and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12. AGREEMENT AMENDMENT

- 12.1 If amendments are approved at an ACB meeting a copy of the amended Agreement is sent to all signatories. The amended Agreement is effective once a majority of the signatories has signed the new Agreement;
- 12.2 Once a majority has signed the new Agreement it replaces the old Agreement and a notice is sent to the remaining ACBs stating that if they wish to be included in this agreement they must sign;
- 12.3 Modifications to Annex I may be submitted at any time and will become effective at the next scheduled ACB meeting.
- 12.4 Modifications to Annex II may be made and approved at any scheduled ACB meeting.

IN WITNESS TO THIS AGREEMENT

SIGNED BY OR ON BEHALF OF:

Name of certification program

Signature

Name

Date

Annex I

List of additional requirements provided by each signatory.

Annex II

Operating Procedure for implementing this agreement

This agreement will be managed by a designated member of the signatories.

In order to become a signatory to this agreement, the certification program must:

- Be an IFOAM accredited program. Applicant programs cannot become signatories.
- Sign this agreement and comply with its requirements