

**Contract for Assessment and Surveillance under the Canada Organic Regime**

This contract is drawn up, under the law of the state of Delaware, USA between:

**International Organic Accreditation Service Inc. (IOAS)** of  
102½, 1st Ave. South, Suite 4, Jamestown, ND 58401, USA  
hereinafter referred to as the Conformity Verification Body

and  
of  
hereinafter referred to as the Certification Body.

**Preamble**

The Conformity Verification Body is an international body engaged in the assessment and accreditation of certification bodies active in the field of certification of organic production. The Conformity Verification Body has been evaluated and recognized for evaluation of organic certification bodies under the Canada Organic Regime by Canada Organic Office of the Canadian Food Inspection Agency.

The Certification Body is seeking to be accredited by the Canada Organic Office against the 'General Requirements for Certification Bodies' which forms Part C of the Canada Organic Regime Quality Management System Manual (hereinafter referred to as the 'General Requirements for Certification Bodies') which sets out the rules and procedures for the implementation of the Organic Products Regulations 2009. The Certification Body has applied to the Conformity Verification Body to be assessed against the requirements in order to further its aim of accreditation and to continue to be monitored by the Conformity Verification Body once accredited, in line with the procedural requirements established by the Canada Organic Office.

The IOAS Assessment and Surveillance Program is described in the current Canada Operating Manual and Quality Manual of the IOAS both of which may be amended from time to time.

The current version of the 'General Requirements for Certification Bodies' is incorporated here as are the reference standards, the current versions of the 'Canada Organic Production Systems General Principles and Management Standards' and the 'Organic Production Systems Permitted Substances List'.

**For valuable consideration given, the sufficiency of which is hereby acknowledged, the parties agree as follows:**

**A) Limitations on Claims**

1. Reference by the Control body to being under the Assessment and Supervisory Program of the Conformity Verification Body shall be limited to:
  - a) Oral representations
  - b) In writing on official stationary of the Control body

- c) In documents, reports and promotional material of the Control body
2. Reference to being a participant in the Program may not suggest any form of recognition or approval by the Canada Organic Office. Accreditation under Organic Product Regulations 2009 of Canada may only be granted by the Canada Organic Office and is indicated by inclusion in the domestic and foreign lists of certification bodies published on the official Canadian Food Inspection Agency website and by the issuing of an official Accreditation number. Claims of accreditation by the Canada Organic Office under the Canada Organic Regime may mention the IOAS as the Conformity Verification Body
3. The right to any claim is non-transferrable.

### **B) Duties of Conformity Verification Body**

The Conformity Verification Body does agree to:

1. Include Certification Body on any list of Certification bodies for which it acts as the conformity Verification Body and to freely acknowledge any accreditation status issued by the Canada Organic Office;
2. Assess the Certification Body against all requirements for Canada accreditation and to inform the Certification Body of all non-conformities or deficiencies. Subsequently to process any corrective actions taken by the Certification Body and, when all necessary requirements are met, to recommend accreditation to the Canada Organic Office.
3. Inform the Certification Body of changes to the 'General Requirements for Certification Bodies' and of any substantial changes to the procedures of the Canada Organic Regime when the Conformity Verification Body becomes aware of such changes
4. Permit the Certification Body period of time, determined by the Canada Organic Office, to implement future changes in the 'General Requirements for Certification Bodies'
5. Supply invoices to the Certification Body for fees due;

### **C) Duties of the Certification Body**

The Certification Body does agree to:

1. Comply with the current versions of the General Requirements for Certification Bodies' (including the requirement to submit all listed documents) and the 'reference standard' which are hereby incorporated by reference;
2. Comply with any additions, amendments and changes to the 'General Requirements for Certification Bodies' and 'reference standards'. The length of time for coming into compliance will be that determined by the Canada Organic Office
3. Comply with all conditions for ongoing improvement annexed to this contract and complete such improvements according to the stated timetable;
4. Comply with any additions and amendments to the aforementioned conditions resulting from changes made to its operation by the Certification Body, or as a result of additional information received by the Conformity Verification Body;
5. Carry out the procedures and regulations of Certification Body's Canada certification programme as set out in the documentation which the Licensee supplied at the time of application for accreditation, or in documentation subsequently supplied;

6. Inform the Conformity Verification Body of all changes to their procedures and regulations within three months of the decision to implement such changes; and to ensure that any such change shall not infringe the terms of the 'General Requirements for Certification Bodies' or the 'reference standard'. The Certification Body must submit to the Conformity Verification Body an application for extension and reduction of scope before making any claim that that field of activity is included or removed from the accreditation;
7. Submit, to the Conformity Verification Body, at the time due, an annual update that provides all the information requested by the Conformity Verification Body, which request shall be sent at least one month before the date of the submittal;
8. Inform the Conformity Verification Body immediately of any withdrawal of accreditation by another accreditation body or suspension/withdrawal by a government authority as well as cases that suggest the competence or integrity of the Certification Body is in doubt;
9. Submit to surveillance visits of the Conformity Verification Body staff or agents and all other policy and procedural requirements of the Supervisory body related thereto as set out by the Conformity Verification body in their Canada Program Operating Manual as current at that time;
10. Allow the Conformity Verification Body staff or the assigned evaluator full access to any documentation pertaining to the certification program on request and secure and facilitate their access to operator premises as necessary;
11. To undergo a re-evaluation periodically in accordance with the procedures set out by the Conformity Verification Body under the Canada Organic Regime, or when deemed necessary by the Conformity Verification Body in accordance with the terms of this contract;
12. Submit the necessary documentation to determine the annual fee and to pay all fees due (upon receipt of an invoice from the Conformity Verification Body) at the current rate when due;
13. Refrain from using their accreditation status in a manner that brings the Conformity Verification Body into disrepute
14. At all times ensure that a listing of all operators certified under the 'Canada Organic Production Systems General Principles and Management Standards' and the 'Organic Production Systems Permitted Substances List' according to the 'General Requirements for Certification Bodies' is available on the Certification Body's web site.

#### **D) Remedies in the event of breach**

In the event of breach of this contract by the Certification Body, the Conformity Verification Body may undertake any one or more of the following measures:

1. Impose additional conditions and insist on corrective action according to a timetable;
2. Require the Certification Body to undergo an evaluation visit at Certification Body's expense;
3. Require the Certification Body to undergo a full re-evaluation within such interval as the Conformity Verification Body considers appropriate and at Certification Body's expense;
4. Inform the Canada Organic Office of the breach and the actions being undertaken
5. Recommend to the Canada Organic Office suspension or termination of the accreditation

### **E) Investigative Authority**

In the event of the Conformity Verification Body having reason to believe that the Certification Body may be in breach of the contract, either as a result of changes made by the Certification Body or as a result of additional information received by the Conformity Verification Body, or when the Conformity Verification Body, due to unforeseen circumstances or developments, has reasons to believe that there is a risk of widespread non-compliance to a particular aspect of the 'General Requirements for Certification Bodies' or 'reference standards' the Certification Body does by this contract authorize the Conformity Verification Body to adopt any of the following measures:

1. Require the Certification Body to reply in writing to any and all questions that the Conformity Verification Body may pose and any requests for documentation within a reasonable time-period;
2. Conduct either a partial or a full re-evaluation of the programme, such evaluation to be at Certification Body's expense;

### **F) Period of Contract.**

1. This contract remains in force for as long as the parties fulfill all obligations in sections B and C.
2. This contract may be voluntarily terminated by the Certification Body with three months notice in writing or by either party upon insolvency of the Certification Body.
3. The Conformity Verification Body may terminate the contract if the Certification Body does not fulfill its obligations as set down in this contract
4. The Conformity Verification Body may terminate the contract on dissolution or insolvency of the IOAS.
5. The parties to this contract agree that, subject to written approval by both parties, this contract may be replaced in its entirety.
6. Upon suspension or withdrawal of its accreditation (however determined), the Certification Body shall discontinue use of all advertising matter that contains any reference thereto and shall return any accreditation documents as required by the Conformity Verification Body.
7. If for any reason the contract is terminated by either party, the Supervisory body will inform the Canada Organic Office regarding the termination and the reasons therefore

### **G) Confidentiality**

1. The Certification Body specifically gives its consent that the Conformity Verification Body may provide any and all information on the Certification Body and its operators to the Canada Organic Office. The information to be provided will be at the discretion of the Canada Organic Office
2. Where the law requires information to be disclosed to a third party, the Control body shall be informed of the information provided, if permitted by the law.
3. Subject to the conditions stated above, the Supervisory body shall at all times treat any given information concerning the Control body or the operators of the Control body as confidential, and shall not disclose same to a third party without the prior consent of the Control body. To this end the Supervisory body shall implement and maintain a

confidentiality policy and shall obtain confidentiality agreements from all persons who come into contact with such information.

**H) Liability**

1. The Certification Body agrees to defend, indemnify and hold harmless, the International Organic Accreditation Service Inc., including its directors, officers and employees against any loss, costs, legal fees and expenses arising out of or in connection with the operation of the Certification Body's certification programme, or resulting out of any misuse by the Certification Body of the accreditation status, or arising out of any violation by the Certification Body of the terms and conditions of this contract.

**I) Disputes**

1. The Certification Body agrees to refer any disputes arising from this contract, including disputes over assessment reports and disputes over sums of money to the IOAS appeals and complaints procedures. This does not preclude the Certification body from taking complaints about the conformity Verification Body to the Canada Organic Office
2. The parties shall agree by separate arrangement on a Court of Arbitration. In event of the failure to resolve disputes regarding money or administrative issues through the appeals process the parties legal recourse shall be exclusively to the agreed Court of Arbitration..

**J) Validity of the parts**

If any part of this agreement is found to be invalid under the law of Delaware it shall not affect the validity of the remaining parts.

Signed (for the Conformity Verification Body)

Position:

Executive Director

Date:

Place:

Exeter, Devon, UK

Signed (for the Certification Body) :

Position:

Date:

Place:

**THE SCHEDULE**

This schedule forms part of the assessment and surveillance contract between the International Organic Accreditation Service Inc. (IOAS) of: 102½, 1st Ave. South, Suite 4, Jamestown, ND 58401, USA hereinafter referred to as the Conformity Verification Body;

and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the Certification Body

The scope of the assessment and surveillance is as follows:

\_\_\_\_\_ is under surveillance for equivalence/compliance for the program specified by them for certification of organic production and processing with respect to the

Canada Organic Production Systems General Principles and Management Standards’ and the ‘Organic Production Systems Permitted Substances List’ established in accordance with the Canada Organic Products Regulations 2009

The Certification Body agrees that a full re-evaluation visit shall take place at least every 4 years or as specified in the current procedures set out in the General Requirements for Certification Bodies’. The Conformity Verification Body may at any time prior to this require a re-evaluation pursuant to Section C10. In cases where the Certification Body operates in territories outside their home-base, the Supervisory body may require, in line with its foreign visits policy, audits of foreign operations.

The Control body agrees to the Conformity Verification Body conducting visits to offices that conduct key activities and to a representative sample of operator sites in accordance with the procedures set out by the Conformity Verification Body for the IOAS Canada Assessment and Surveillance Program.

This contract begins on the date of signing by the Conformity Verification Body

Signed (for the Conformity Verification Body) \_\_\_\_\_  
Position: Executive Director  
Date: \_\_\_\_\_  
Place: Exeter, Devon, UK

Signed (for the Certification Body) : \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_