



QCS Organic Wild Crop Plan
Quality Certification Services (QCS)
PO Box 12311 Gainesville FL 32604
p 352.377.0133 f 352.377.8363
www.qcsinfo.org

Table of Contents

OWCP 1: Application	2
OWCP 2: Parcel and Product Certification Request	5
OWCP 3: Land Use Affidavit.....	6
OWCP 4: Parcel History/Adjoining Land Use.....	7
OWCP 5: Protection of Natural Resources	8
OWCP 6: Prevention of Commingling and Contamination.....	8
OWCP 7: Labeling	11
OWCP 8: QCS NOP Certification and Mark Licensing Contract.....	12



OWCP 1: APPLICATION				NOP Rule 205.401			
Legal name of Entity:			Operation Name (dba):			QCS Entity No.:	Date:
Check each associated organic or other system plan application you are submitting for this entity that may be grouped for inspection <input type="checkbox"/> None <input type="checkbox"/> Grower (Crops) <input type="checkbox"/> Livestock <input type="checkbox"/> Processor/Handler <input type="checkbox"/> Wildharvest <input type="checkbox"/> Apiculture <input type="checkbox"/> Global GAP <input type="checkbox"/> Harmonized GAP <input type="checkbox"/> Other:							
CERTIFICATION CONTACT (Authorized Representative)				BILLING CONTACT			
Certification contact address will appear on the organic certificate.				Same as certification contact <input type="checkbox"/>			
Contact person:				Contact person:			
Address:				Address:			
City:		State:	Zip:		City:		State:
Country (if not located in United States):				Country (if not located in United States):			
Phone:			Fax:			Phone:	
Email:				Email:			
ADDITIONAL CONTACTS							
List any additional person(s) authorized to communicate with QCS about this operation and organic system plan.							
1. Additional contact person:				2. Additional contact person:			
Address:				Address:			
City:		State:	Zip:		City:		State:
Country (if not located in United States):				Country (if not located in United States):			
Phone:			Fax:			Phone:	
Email:				Email:			
CONSULTANTS <input type="checkbox"/> Not Applicable (not using a consultant)							
Would you like QCS to: <input type="checkbox"/> Communicate with consultant <input type="checkbox"/> Communicate with you <input type="checkbox"/> Send copies of all documents to consultant <input type="checkbox"/> Other (specify):							
(Please note that it is your responsibility to update QCS of any modifications to the consultant information).							
Consultant name:				Address:			
Phone:			Email:			Phone:	



OWCP 1: APPLICATION	NOP Rule 205.401
DRIVING DIRECTIONS Please provide directions to the operation for the inspector:	
A. OPERATION'S LEGAL DESCRIPTION <input type="checkbox"/> Attachment Please check the legal description that best fits your operation. Attach applicable documents showing legal description (e.g. incorporation, partnership agreement, registration, fictitious name filing) <input type="checkbox"/> A Sole Proprietorship operating under an individual name or a fictitious name (dba) <input type="checkbox"/> A Partnership <input type="checkbox"/> A Corporation (For Profit, Not for Profit, or LLC) <input type="checkbox"/> Other unincorporated Association	
B. GENERAL DESCRIPTION OF WILDHARVEST OPERATION Provide a description of the natural environment of the harvest area (e.g. scrub steppe, oak-chaparral woodland, deciduous hardwood forest) and the products intended for harvest.	
C. PREVIOUS ORGANIC CERTIFICATION <input type="checkbox"/> Not Applicable (Have never been certified organic and have never previously applied for certification) 1. Have you ever applied for organic certification in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify the year(s) of application and the name of the certifier(s) applied to: 2. Is this operation currently certified? <input type="checkbox"/> Yes <input type="checkbox"/> No If certified by an accredited certification agency other than QCS, please attach a copy of your current organic certificate. 3. Were you issued a Minor Noncompliance during the previous certification cycle? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach documentation of corrective action. 4. Have you ever applied for and been denied organic certification? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a copy of the denial from the certifier. 5. If you have been certified organic in the past, have you ever had your certificate suspended or revoked? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a copy of the suspension/revocation from the certifier. 6. If you are currently certified by another certifier, were you issued a Noncompliance, Proposed Suspension or Proposed Revocation during the previous certification cycle? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a copy of the applicable notification(s), documentation of corrective action, and other relevant documents.	
D. EXEMPT/EXCLUDED Operations earning less than \$5,000 in gross annual organic sales may be exempt from certification under 7 CFR 205.101(a). 1. Is the operation exempt from certification under 7 CFR 205.101(a)? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. If yes, do you understand that certification of an exempt operation is considered a voluntary process? <input type="checkbox"/> Yes <input type="checkbox"/> No	



OWCP 1: APPLICATION

NOP Rule 205.401

E. EXPORT

1. Will the product be exported? Yes No
2. If yes, please indicate the export countries:
 EU Canada Japan Taiwan Other (please specify)
3. If you are seeking export to any of the above, please contact QCS for required export application materials.

F. PUBLIC/PRIVATE MANAGEMENT

1. Do any of the parcels requested for certification have national park designation, wilderness designation, designation as habitat for endangered or protected species, or other state or federal designation or management status? No Yes
 1a. If yes, specify:

2. Are any other agencies (private or public) involved in the management of this area? No Yes
 2a. If yes, specify:

G. RECORDS

Section 205.103 of the NOP Final Rule requires organic producers to maintain records concerning organic production that fully disclose all activities and transactions in sufficient detail to demonstrate compliance with the regulations. Records must be maintained for 5 years and must be available to the inspector at the time of inspection.

- Which of the following records do you keep for organic production?
- harvest records showing parcel, date of harvest, and harvest amounts (including custom harvest records)
 - field activity logs (pruning, seed collection, etc.) equipment cleaning records
 - monitoring records (soil tests, tissue tests, water tests, observations)
 - storage records that show storage location, storage identification, inventory, and cleaning activities
 - clean transport records sales records shipping records
 - labels for organic products conventional production records other (please specify)



OWCP 2: PARCEL AND PRODUCT CERTIFICATION REQUEST

NOP Rule 205.202 & 205.203.(b)-(c)

A. WILDHARVEST PRODUCTS REQUESTED FOR CERTIFICATION

List all products intended to be harvested from certified parcels and sold, labeled, or represented as organic.

B. PARCELS REQUESTED FOR CERTIFICATION

A parcel is a single contiguous section of land that is owned or managed by the applicant.

Please list all parcels requested for certification in the table below. Make additional pages if necessary.

PARCEL NAME OR NUMBER	PARCEL LOCATION (i.e. Physical address, GPS coordinates, legal description)	ACREAGE REQUESTED FOR CERTIFICATION	TYPE OF CERTIFICATION REQUESTED	IS THIS PARCEL CURRENTLY CERTIFIED BY QCS?
			<input type="checkbox"/> Organic <input type="checkbox"/> Transitional	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Organic <input type="checkbox"/> Transitional	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Organic <input type="checkbox"/> Transitional	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Organic <input type="checkbox"/> Transitional	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Organic <input type="checkbox"/> Transitional	<input type="checkbox"/> Yes <input type="checkbox"/> No

C. PARCEL MAP Attachment

Provide a map or sketch for each parcel listed above. The map must show the boundaries of the area to be harvested, adjoining land uses, size and composition of buffer zones, prominent natural features, water sources, and any potential sources of point or non-point pollution.

D. USDA SURVEY

The information below is needed to respond to USDA surveys on organic agricultural production. Please complete each question that is applicable to your operation.

	Organic	Conventional
Total acreage for which you are requesting organic certification		
Total acreage in timber or forest		
Total acreage currently harvested		
Total acreage of hay/ pasture		



OWCP 3: LAND USE AFFIDAVIT

NOP Rule 205.202 & 205.203.(b)-(c)

Complete a separate Land Use Affidavit for each parcel for which you are seeking organic certification. If you have multiple parcels, make copies or request extra forms from QCS.

7 CFR 205.202(b) requires that land remain free of materials prohibited by the National Organic Standards for a period of at least three years prior to the harvest of organic crops. This form is used to verify compliance with this regulation.

1. The name of parcel:

2. Describe the dates that the parcel has been under your control, either through ownership, leasing of the land, or a management agreement (*Example: I have leased this parcel from October 2007 through the present*).

3. To the best of your knowledge, have any synthetic fertilizers, pesticides, herbicides, or other prohibited materials been applied to this parcel in the last 3 years (36 months)?

Yes No

3a. If yes, please provide the date the material was applied and the name of the material. (*Example: Roundup was applied in April 2008*)

4. Have you owned, leased or managed this parcel less than three years?

Yes No

4a. If yes, the previous owner or manager of the parcel must also complete a copy of this form. Has the previous owner/manager completed this form and is it included with your application?

Yes No

5. For all new parcels for which you are requesting organic certification for the first time, provide a list of all inputs that have been applied to the land or crops in the last three years (36 months).

Attached No inputs applied in the last 3 years (36 months)

I affirm that the answers given in this affidavit are true and correct and acknowledge that making a false statement in this affidavit is a violation of the NOP regulations and may lead to civil or criminal penalties.

Signature

Date



OWCP 4: PARCEL HISTORY/ADJOINING LAND USE NOP Rule 205.201(a), 205.202, 205.203(b), and 205.205

A. PARCEL HISTORY

1. Organic certification of wild crops and wild harvest areas is available to land and products that are managed using minimal agricultural practices, such as pruning and seed collecting. Management practices, such as input application, irrigation, introduction of new plants, and tillage, require completion of an Organic Grower Plan. Describe below all management practices, inputs applied, and crops harvested from the parcels requested for certification.

2. Are any wildharvest parcels sprayed for pest or weed eradication? Yes No

2a. If yes, please describe

B. ADJOINING LAND USE

NOP RULE 205.202 (c) requires that organic production areas have distinct boundaries and buffer zones to prevent the unintended application of a prohibited substance or contact with a prohibited substance that is applied to adjoining land not under organic management. Buffers must be sufficient in size or other features (windbreaks, diversion ditches) to prevent the unintended contact by prohibited substances applied to adjacent land areas. Products harvested within the buffer, if harvested, must not be represented as organic, with records kept of crop disposition.

1. Are any organic parcels adjacent to the following areas:
 - a. Commercial crop/nursery production where prohibited substances are used? Yes No
 - b. Commercial forest land where prohibited substances are used? Yes No
 - c. Land that is sprayed with prohibited materials via aircraft? Yes No
 - d. Land that is treated with prohibited materials for any other purpose? Yes No
2. If you answered yes to any of the above, describe how you prevent contamination of organic parcels by spray drift from neighboring land.
- 2b. If you answered yes to any of the above, indicate risk areas on your farm map. **Map Attached**
3. Describe buffers between organic parcels and surrounding areas. Include the width of the buffer and the vegetation type between your parcel and adjacent production areas
4. Do you have special agreements with adjoining landowners, highway departments, electric companies, farm service offices or other agencies regarding the management of buffers or right of ways? Yes No
 If yes, submit a copy of the special agreements. **Attachment**
5. Have you posted "No Spray" signs along roadsides that adjoin organic parcels? Yes No
6. How do you monitor for crop contamination? visual observation residue analysis photographs wind direction/speed data other (specify):
7. Have you ever had residue tests done on your crops, water, or soil? Yes No
 If yes, please provide copies of results. **Attachment**



OWCP 5: PROTECTION OF NATURAL RESOURCES

NOP Rule 205.200

Production practices must maintain or improve the natural resources of an operation and ensure sustainability of harvested products.

1. Describe practices and procedures that are used to ensure and improve the following:
 - a. Sustainability of the wildharvested area and products
 - b. Biological diversity of the wildharvested area
 - c. Soil condition (prevention of erosion and/or compaction)
 - d. Water quality
2. Describe how you monitor the effectiveness of your conservation and sustainability management practices
3. What are your general soil types?
4. How do you monitor your soil quality?
 soil testing microbiological testing tissue testing observation of soil observation of crop health
 comparison of crop yields crop quality testing other (specify):

OWCP 6: PREVENTION OF COMMINGLING AND CONTAMINATION

NOP Rule 205.201(a)(5); 205.202(c) and 205.272

A. EQUIPMENT

1. List equipment used for harvesting, pruning, or seed collection in the wildharvest area and indicate how equipment is cleaned.

Equipment Name	Owned (O), Rented (R), or Custom (C)	Check if shared between organic and conventional production (✓)	How is equipment cleaned?
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	

B. HARVEST

1. Describe how are crops harvested
2. How often are crops harvested?
3. Describe harvesting containers



OWCP 6: PREVENTION OF COMMINGLING AND CONTAMINATION

NOP Rule 205.201(a)(5); 205.202(c) and 205.272

4. Are any harvest containers used for both organic and conventional crops? Yes No

If yes, describe how containers are washed to prevent contamination:

5. Are all harvest containers, bins, and packaging materials free of synthetic fungicides, preservatives, or fumigants?

Yes No

6. How are wild harvested crops transported out of harvesting area?

7. Are any organic crops custom harvested? Yes No

7a. If yes, provide name of custom harvester:

8. Do you harvest crops from designated buffer zones? Yes No

8a. If yes, what safeguards do you use to prevent commingling of organic crops with crops harvested from buffer zone?

C. CROP STORAGE **No organic crop storage**

1. Describe how/where organic crops are stored:

2. Do you use the same storage areas for organic, transitional, buffer, and/or conventional crops? Yes No

2a. If yes, how do you segregate organic crops from non-organic crops?

3. How are crop storage units cleaned?

4. Are any fungicides, fumigants, or pest control products used in the storage area? Yes No

4a. If yes, attach the MSDS and/or product label. **Attachment**

4b. If yes, describe how you protect organic crops from contact with fungicides, fumigants, or pest control substances:



OWCP 6: PREVENTION OF COMMINGLING AND CONTAMINATION

NOP Rule 205.201(a)(5); 205.202(c) and 205.272

D. TRANSPORTATION

1. Who is responsible for arranging transportation of organic products? self buyer other (specify):
2. Describe how organic products are transported.
3. Are organic crops transported in the same vehicle with conventional crops? Yes No
- 3a. If yes, describe how you prevent commingling of organic and conventional crops during transport:
4. What additional steps are taken to protect the integrity of organic products during transport?
- dedicated organic only inspecting transport units prior to loading cleaning transport units prior to loading
- use of Clean Truck Affidavits letter/contract with transport company stating organic requirements
- other (specify):

E. ON FARM POST HARVEST PROCESSING

1. Do you clean, bag, and/or package your own crops? Yes No
- 1a. If YES, please describe
2. Are you required, by state or federal law, to register your processing operation? Yes No
- 2a. If yes, you must complete the QCS Organic Handler/Processor Plan. **Organic Handler/Processor Plan Attached**
3. Please list all inputs used post-harvest on the table below and attach the MSDS and/or product label. None used

Type of Input	Product name(s) and manufacturer	Is it followed by a rinse?
Cleaners and sanitizers for equipment and surfaces		<input type="checkbox"/> Yes <input type="checkbox"/> No
Fruit/vegetable cleaners and sanitizers		<input type="checkbox"/> Yes <input type="checkbox"/> No
Substances added to wash water or flume water		<input type="checkbox"/> Yes <input type="checkbox"/> No
Waxes		<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Do you also process conventional crops? Yes No
- 4a. If yes, describe how you prevent commingling and contamination of organic crops during post-harvest operations.
5. Is the equipment cleaned and/or purged prior to use organic production? Yes No
- 5a. If yes, please describe equipment cleaning and purging procedures.



OWCP 7: LABELING

NOP 205.303-309

Labels and other marketing material used to represent products as organic must meet the requirements set forth in the USDA Organic Regulations §§205.300-205.311. The National Organic Program offers guidance to help organic producers understand labeling categories and requirements:

- Labeling Organic Products Fact Sheet: <https://www.ams.usda.gov/sites/default/files/media/Labeling%20Organic%20Products%20Fact%20Sheet.pdf>
- Labeling Packaged Products Under the National Organic Standards: <https://www.ams.usda.gov/sites/default/files/media/NOP%20Labeling%20Packaged%20Products.pdf>
- Policy Memo: Placement of “Certified Organic by ****” Statement: <https://www.ams.usda.gov/sites/default/files/media/NOP-PM-12-2-OrganicByStatement.pdf>
- Guidance: Products in the “Made with Organic ****” Labeling Category: <https://www.ams.usda.gov/sites/default/files/media/5032.pdf>
- Policy Memo: Labeling of Alcoholic Beverages with Organic References: <https://www.ams.usda.gov/sites/default/files/media/5032.pdf>
- Policy Memo: Labeling of Textiles that Contain Organic Ingredients: <https://www.ams.usda.gov/sites/default/files/media/OrganicTextilePolicyMemo.pdf>

GUIDANCE ON LABELING CATEGORIES PER §205.301

100% ORGANIC

This labeling category may be used on raw agricultural products that have not had contact with non-organic substances (e.g. sanitizers or waxes) post-harvest.

ORGANIC

This labeling category may be used on all raw agricultural products, including those that have had contact with post-harvest substances (e.g. sanitizers and waxes) whose ingredients appear on the National List §205.605 and are used in accordance with specified restrictions.

RETAIL LABELS. QCS must review and approved all labels used on retail packaging prior to printing. N/A – No retail labels used

PRIOR TO SUBMISSION, PLEASE MAKE SURE YOUR LABELS MEET THE FOLLOWING CRITERIA:

100% ORGANIC §205.303

- The information panel displays the statement “Certified Organic by (Quality Certification Services/QCS)” below the information identifying the handler or distributor of the product, with no printed material or information in between.
- All organic ingredients are identified in the ingredient statement with the term “organic” or with an asterisk or other mark.
- The USDA Seal, if used, replicates the form and design as described in §205.311 and is printed legibly and conspicuously.
- The QCS logo, if used, is not displayed more prominently than the USDA seal.

ORGANIC §205.303

- The information panel displays the statement “Certified Organic by (Quality Certification Services/QCS)” below the information identifying the handler or distributor of the product, with no printed material or information in between.
- All organic ingredients are identified in the ingredient statement with the term “organic” or with an asterisk or other mark.
- The USDA Seal, if used, replicates the form and design as described in §205.311 and is printed legibly and conspicuously.
- The QCS logo, if used, is not displayed more prominently than the USDA seal.

LABELING OF NON-RETAIL CONTAINERS USED FOR SHIPPING AND/OR STORAGE N/A – No labeling of non-retail containers

Non-retail containers used for transport or storage of organic product display the production lot number of the product

ADDITIONAL MARKETING MATERIALS N/A

What additional marketing material is used by your operation to represent products as organic?

- Website: Other:



OWCP 8: QCS NOP CERTIFICATION AND MARK LICENSING CONTRACT	NOP Rule 205.202 & 205.203.(b)-(c)
<p>Effective on the date which Florida Certified Organic Growers and Consumers, Inc., doing business as Quality Certification Services (QCS) issues a USDA National Organic Program certificate to _____ (Client), QCS and Client enter into this contract and agree to be bound by its provisions regarding the certification services provided by QCS and the authorized uses of the QCS certification mark and its variants. By signing this contract, Client and QCS agree to be bound by the following provisions:</p>	
<p>1. Period of Performance: This contract becomes effective on the date on which QCS issues a USDA National Organic Program certificate to Client. The contract remains in effect until it is renewed through the execution of a new contract or is terminated or cancelled pursuant to the provisions of sections 6, 12, 13 and/or 14 of this contract.</p>	
<p>2. USDA National Organic Program Final Rule Incorporated by Reference: The use of the term “organic” in the marketing or labeling of products in the United States is regulated by the United States Department of Agriculture (USDA) and governed by the provisions of the National Organic Program Final Rule (Rule) codified in 7 CFR Part 205 of the Federal Regulations. This agreement incorporates the current Rule and all future changes to the Rule published in the Federal Register. Both QCS and Client have an independent responsibility to obtain a current copy of the Rule, have a copy in their possession, and understand its provisions. QCS and Client agree to abide by the Rule’s provisions and all amendments and legally binding interpretations issued by the federal courts or the USDA as they apply to the respective rights and duties of QCS and Client.</p>	
<p>3. Scope of NOP Certification by QCS: The receipt of NOP Certification through QCS warrants only that client is in compliance with the Rule as set forth in 7 CFR Part 205. NOP Certification through QCS does not warrant compliance with any other federal, state, local, or international law relating to the production, handling, processing, or marketing of agricultural products or the safety of Client’s practices and products. It is Client’s responsibility to identify and comply with all federal, state, and local laws, and obtain all required permits, applicable to Client’s operation. Client agrees to indemnify QCS and hold QCS harmless against any claims that may arise related to Client’s failure to comply with applicable federal, state, local, and international laws, permits, and food safety and handling regulations.</p>	
<p>4. Ownership of the QCS Mark and Variants: QCS has sole ownership of the QCS logo displayed in the letterhead of this contract and all variants of that logo (Marks). QCS also has sole ownership of the name Quality Certification Services, the abbreviation QCS, and the phrases “Certified Organic by Quality Certification Services,” “Certified Organic by QCS,” “Certified by Quality Certification Services,” and “Certified by QCS,” (Mark Phrases) as these phrases relate to organic certification. QCS has the exclusive right to license the use of QCS Marks and Mark Phrases to entities who have received certification by QCS and for the purpose of marketing and labeling organic products. Client does not have the right to use any of the QCS Marks or Mark Phrases except as described in section 5 of this contract. Client understands that QCS Marks and Mark Phrases are distinctive in the organic market and may not be altered or challenged in any way.</p>	
<p>5. Use of QCS Marks and Mark Phrases: Client may use QCS Marks and Mark Phrases in the promotion, labeling, and marketing of products listed on Client’s Product Verification Form (Verification) issued by QCS in conjunction with a USDA National Organic Program certificate (Certificate). Client will not use QCS Marks or Mark Phrases in a confusing or misleading manner, or to market, label, or promote products that are not listed on Client’s current Verification. Client will not use QCS Marks or Mark Phrases to mislead or confuse consumers about Client’s identity, the relationship between Client and QCS, or in any manner that brings QCS into disrepute. Client will submit copies or illustrations of all labels, signs, advertisements, and other promotional materials bearing QCS Marks or Mark Phrases to QCS for approval prior to use. QCS will respond in a timely manner and will not unreasonably withhold approval if the use of the QCS Marks and Mark Phrases is consistent with the Rule and this contract.</p>	
<p>6. Compliance with Organic System Plan: This contract is effective after QCS has reviewed the Organic System Plan (OSP) submitted by Client for compliance with the Rule. Client warrants that the information submitted in the OSP is complete and accurate. Upon issuance of a Certificate, QCS has determined that Client complies with the Rule or will be compliant after addressing all minor noncompliances issued in conjunction with the Certificate. Client will address all minor noncompliances within the timeline provided by QCS and to QCS’s reasonable satisfaction. Client’s operations will at all times be compliant with the OSP approved by QCS and any noncompliance resolutions approved by QCS. Client will inform QCS of any proposed changes to the OSP and will not implement those changes until approved by QCS. If Client believes that immediate changes to the OSP are necessary for safety, health, or compelling financial reasons, reasonably believes that such changes are compliant with the Rule, and assumes all risk that such changes may not be found compliant with the Rule, Client may effect the necessary changes in the OSP and inform QCS of the changes within 30 days. QCS will review the changes for compliance with the Rule. Client understands that, if said modifications to the OSP appear to violate the Rule, they will be handled in accordance with the noncompliance procedures in the Rule, including possible suspension, revocation and/or cancellation of Client’s Certificate and this contract. Client has an affirmative and ongoing duty to ensure that QCS has accurate, timely, and complete information about the OSP as well as any complaints or investigations which relate to the organic integrity of its operations. Providing false, misleading, or inaccurate information to QCS is a violation of this contract and the Rule, and may lead to the imposition of civil fines as described in the Rule.</p>	
<p>7. Fees: Client has a duty to pay all applicable certification deposits and fees in a timely fashion and in accordance with QCS written policies and procedures and the applicable provisions of the Rule. The QCS fee structure in effect on the effective date of this contract governs the fees and deposits that must be paid to QCS for the services provided in this contract. QCS will provide Client 60 days’ written notice of any change in the fee structure. If Client fails to object in writing within 30 days of QCS mailing the notice, this contract and Client’s financial obligations to QCS are modified to incorporate the change in fee structure. If client delivers an objection in writing within 30 days after QCS mails the written notice, QCS may terminate this contract one-year from its effective date by mailing Client written notice of the termination.</p>	



<p>8. Client's Warranties and Indemnification: Client warrants that, to the best of Client's knowledge, the operations and products described in the OSP submitted and approved by QCS are compliant with all federal, state, and local regulations, laws, codes, and ordinances in the jurisdiction in which the OSP provides goods or services. Client acknowledges that QCS's approval of its OSP is solely a determination of Client's compliance with the Rule and is made solely for the purpose of marketing organic products or services. Client agrees to indemnify QCS, its employees, officers, owners, and subcontractors against third party claims arising from Client's operations that do not involve the Rule or the scope of certification as described in section 3 of this contract. If any portion of the Client's OSP includes areas open to the public in the normal course of business for the sale of produced, manufactured, or processed goods or food, and Client maintains a liability insurance policy, Client will name QCS as an additional insured on said policy.</p>
<p>9. Confidentiality: QCS, its agents, and its subcontractors will maintain the confidentiality of Client's confidential business information and not disclose such information without the approval of Client, except that QCS may disclose information requested pursuant to the apparent authority of a government agency or subpoena. Client will identify with particularity what information is to be considered confidential business information. General information which appears on the Certificate and Verification, as well as contact information for Client, is not considered confidential business information. QCS and Client will maintain the confidentiality of all communications between Client and QCS and the contents of any inspection report written as a result of an onsite inspection. However, Client may disclose information to its agents, parent company, or subsidiaries and/or as requested pursuant to an apparent valid authority or government agency or subpoena.</p>
<p>10. Subcontractors: QCS reserves the right to use subcontractors for the performance of inspections, soil testing, product testing, and other work related to certification. All subcontractors performing inspections and other work on behalf of QCS are subject to the confidentiality provisions of section 9 of this contract.</p>
<p>11. Certificate, Privileges, and Rights Not Assignable: The Client's Certificate, the consequent privilege to use the term "organic" under the Rule, and the rights granted to Client under this contract are not transferable or assignable. Any attempt by Client to assign the Certificate, its privileges, or its rights under this contract is void.</p>
<p>12. Renewal by Execution of New Contract: No less than 60 days prior to the annual anniversary date of the effective date of this contract, QCS will mail Client annual update forms and a new Certification and Mark Licensing Contract. If Client wishes to commit to a new contract, Client will complete all of the annual update forms provided by QCS, sign a new contract, and submit to the conditions of continuing certification described in the Rule, including a new compliance determination and onsite inspection. The new contract may contain new or different terms and provisions. If a new contract is signed by both QCS and Client, the present contract is terminated on the effective date of the new contract. If Client does not deliver the annual update forms, a signed new contract, and applicable fees and deposits to QCS prior to the anniversary of the effective date of this contract, QCS may commence noncompliance procedures as described in the Rule. Such procedures may lead to the suspension or revocation of the Certificate and cancellation of this contract.</p>
<p>13. Termination of Contract: Client may request to terminate this contract at any time if Client has no outstanding financial obligation to QCS and no unresolved material noncompliances. Client may terminate this contract by mailing or faxing a written notice to QCS stating the following: 1) that Client wishes to surrender its Certificate; 2) that Client recognizes that it may no longer use the term "organic" in the marketing or labeling of products for sale (except that an exempt or excluded operation, as described in the Rule, need not provide this statement in the notice); 3) that Client will immediately cease using the QCS Mark and Mark Phrases. In addition, Client must return the original Certificate and Verification issued to Client by QCS. If QCS reasonably determines that Client has no unresolved material noncompliances or unpaid financial obligations, QCS will accept Client's surrender of its Certificate, terminate this contract, and notify Client in writing of the termination. QCS will make this determination in a timely manner. QCS may terminate this contract based upon Client's written objection to a proposed modification of the fee structure as described in section 7 of this contract.</p>
<p>14. Cancellation for Noncompliance: QCS may cancel this contract if Client does not comply with the Rule or the terms of this contract. Prior to cancellation of this contract and revocation or suspension of the Certificate, QCS will follow the due process provisions in the Rule, including the provision of Client with notice and the opportunity to respond, rebut, and/or correct any noncompliances. If QCS suspends or revokes Client's Certificate in accordance with the procedures provided in the Rule, this contract is cancelled on the effective date of the suspension or revocation of the Certificate.</p>
<p>15. Severability: The provisions of this contract are severable; should any provision be invalidated, the remaining provisions remain in effect.</p>
<p>16. Governing Law and Venue: This contract is governed by the laws of the State of Florida. Client and QCS will litigate any disputes which arise between them only in the courts of the Eighth Judicial Circuit Court of Florida located in Gainesville, Florida.</p>
<p>17. Modification of Contract: Any modification of this contract must be in writing and agreed to in writing by both Client and QCS.</p>
<p>18. Application to International Program. All provisions of this contract apply equally to clients who have requested one or more of the following international certification programs provided by QCS: EU 834/07 & 889/08, US/Canada Equivalence Agreement, US/Japan Export Arrangement, and US/Taiwan Export Arrangement. This agreement incorporates by reference all applicable regulations and legally binding interpretations of those regulations. The receipt of any international certification through QCS warrants only that client is in compliance with the applicable equivalency or export agreement. Client agrees to indemnify QCS and hold QCS harmless against any claims that may arise related to Client's failure to comply with international laws related to food production and handling.</p>
<p>Acknowledge and Agreed to by</p> <p>_____</p> <p>Signature _____ Date</p>