



DEMETER ASSOCIATION, INC.
For Certification of BIODYNAMIC® AGRICULTURE

TERMS OF AGREEMENT – HANDLERS AND TRADERS

1. The **Demeter Association, Inc.** (Contractor) hereby grants to (Licensee- *Operator and Company Name*) the right to use the contractor's DEMETER® and BIODYNAMIC® certification marks and language on its qualifying products as approved by Contractor. The Contractor certifies these products as meeting its Guidelines and Standards for Farming and Processing.
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 processing 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 and licensing fees are due at the time that the annual certification renewal is due.
5. The Contractor will:
 - a. provide Licensee with Processing Guidelines and Standards, which may be periodically updated.
 - b. provide renewal application forms to Licensee, review the information thereon, arrange an inspection visit with a qualified inspector, and determine suitability of licensing.
 - c. upon granting of certification, 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 of trading, processing 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 the retail shelf back to the farm of origin 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 processing 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 facilities and audit documents, including non-certified production areas, facilities, and records, at any reasonable time without prior notice whenever Contractor requests such access.
 - j. if using a Co-Processor, ensure the Co-Processor is approved by the Contractor, providing the Co-Processor with the Demeter Processing Guidelines and Standard, which may be periodically updated, and communicate these changes related to the product being processed to the Co-Processor.
7. The Licensee guarantees that products bearing the certification mark and/or language have been handled 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, labeled, marketed, and/or represented using the certification marks and that no ingredients will be used and no products labeled or represented as DEMETER® and/or BIODYNAMIC® 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 processing or contracted-processing facility. Said label will bear the Producer'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 and the previous calendar year.
 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.
 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/RESPONSIBLE PARTY):

Name: Signature: Date:

Title:

Name: Signature: Date:

Title:



DEMETER ASSOCIATION, INC.
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FOR DEMETER ASSOCIATION:

Name: Evrett Lunquist

Signature:

Date:

Title: Director of Certification