



Contract for Assessment and Surveillance under the Canada Organic Regime

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

IOAS of 122 1/2 Broadway N Ste 100 #45853, Fargo, ND 58102-5082, USA
hereinafter referred to as the Conformity Verification Body

and Full name of CB
of Click here to type address
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 the CFIA (Canadian Food Inspection Agency).

The Certification Body is seeking to be accredited by the CFIA against the 'Certification of organic product and Certification Bodies requirements' which forms Part C of the Canada Organic Regime (COR) Operating Manual (hereinafter referred to as the 'General Requirements for Certification Bodies') which sets out the rules and procedures for the implementation of the Part 13 of Safe Food for Canadians Regulations (SFCR - SOR/2018-108). 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 CFIA.

IOAS Assessment and Surveillance Programme is described in the current IOAS COR Operating Manual and IOAS General Operating Manual 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 'Organic production systems - General principles and management standards', the 'Organic Production Systems Permitted Substances List' and 'Organic production systems. Aquaculture – General principles, management standards and permitted substances lists'.

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

A) Limitations on Claims

1. Reference by the Certification Body to being under the Assessment and Surveillance Programme of the Conformity Verification Body shall be limited to:
 - a) Oral representations
 - b) In writing on official stationary of the Certification Body
 - c) In documents, reports and promotional material of the Certification Body
2. Reference to being a participant in the Programme may not suggest any form of recognition or approval by the CFIA. Accreditation under Part 13 of SFCR only be granted by the CFIA 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 CFIA under the Canada Organic Regime may mention 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 the 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 CFIA;
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 CFIA;
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 CFIA, 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 CFIA;

3. Comply with all conditions for ongoing improvement raised by the Conformity Verification Body and complete such improvements according to the required 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 Certification Body supplied at the time of application for accreditation, or in documentation subsequently supplied;
6. Inform the Conformity Verification Body of all changes to the Certification Body's 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 reasonably 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 Conformity Verification body in their COR Operating Manual as current at that time;
10. Allow the staff or the assigned evaluators of the Conformity Verification Body and the CFIA full access to any documentation pertaining to the certification programme on request and secure and facilitate their access to operator premises as necessary;
11. 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 its 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 'reference standards 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 CFIA of the breach and the actions being undertaken;
5. Recommend to the CFIA suspension or withdrawal 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 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 Conformity Verification Body will inform the CFIA regarding the termination and the reasons therefore.

G) Confidentiality

1. The Conformity Verification Body may, at its discretion, or upon request of the CFIA provide any information on the Certification Body's certification programme as it deems necessary for such purpose. The Certification Body shall be informed of the information provided.
2. 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 CFIA. The information to be provided will be at the discretion of the CFIA;
3. Where the law requires information to be disclosed to a third party, the Certification Body shall be informed of the information provided, if permitted by the law;
4. Subject to the conditions stated above, the Conformity Verification Body shall at all times treat any information concerning the Certification Body or the operators of the Certification Body as confidential, and shall not disclose same to a third party without the prior written consent of the Certification Body. To this end the Conformity Verification Body shall implement and maintain a confidentiality policy and shall obtain confidentiality agreements from all persons who come into contact with such information.

H) Transfer of contractual obligations

1. In event of withdrawal of the Conformity Verification Body 's recognition to operate the Canada Organic Regime for whatever reason, all contractual obligations of the Conformity Verification Body as stated in this contract shall be transferred to the CFIA or its designated party or as may be prescribed according to the CFIA requirements in force at the time.
2. The Certification Body agrees that all Certification Body obligations stated in this contract shall remain in force and that such obligations shall be to the CFIA or its designated party and not to IOAS. The Certification Body accepts the transfer of Conformity Verification Body's obligations to the CFIA or its designated party as stated in paragraph H1 above.

I) Liability

1. The Certification Body agrees to defend, indemnify and hold harmless, IOAS, 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.

J) Disputes

Canada Assessment & Surveillance contract - Acronym

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 IOAS appeals and complaints procedures. This does not preclude the Certification body from taking complaints about the Conformity Verification Body to the CFIA;
2. The parties shall be bound under a separate agreement (IOAS document [PL0526](#)) to a process 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 process of arbitration.

K) Validity of the parts

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

Signed (for the Conformity Verification Body)

Position:

Executive Director

Date:

Place:

United States

Signed (for the Certification Body):

Position:

Date:

Place:

THE SCHEDULE

This schedule forms part of the assessment and surveillance contract between IOAS of:
122 1/2 Broadway N Ste 100 #45853, Fargo, ND 58102-5082, USA
hereinafter referred to as the Conformity Verification Body;

And **Full name of CB of address,** hereinafter referred to as the Certification Body

The scope of the assessment and surveillance is as follows:

Full name of CB is under surveillance for compliance for the programme specified by them for certification of organic production and processing with respect to the

‘Canada Organic Regime Operating Manual’, ‘Reference standards’ established in accordance with the Safe Food for Canadians Regulations (SFCR)

The scope of this contract will be updated as necessary from time to time and be displayed on IOAS web site at www.ioas.org. The latter listing takes precedence over that detailed above.

The Certification Body agrees that a full re-evaluation visit shall take place at least every 5 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 C11 of the contract. In cases where the Certification Body operates in territories outside their home-base, the Conformity Verification Body may require, in line with its foreign visits policy, audits of foreign operations.

The Certification 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 IOAS Canada Assessment and Surveillance Programme.

The Certification Body agrees to submit the annual update as specified in Section C7 of this contract each year starting in **YEAR**.

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

Signed (for the CVB):

Position:

Executive Director

Date:

Place:

United States

Signed (for the Certification Body):

Position:

Date:

Place: