

CONTRACT FOR PROVISION OF IOAS ACCREDITATION AND/OR RECOMMENDATION FOR APPROVAL

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

IOAS Inc. of 1915 Highway 36 West #76, Roseville, MN 55113, USA
hereinafter referred to as the IOAS.

and **Full legal name of CB**
of Full address of CB
hereinafter referred to as the Certification Body or CB.

Preamble

1. The IOAS is an international supervisory and accreditation body that complies with the requirements of ISO/IEC 17011:2017 – *Conformity assessment – requirements for accreditation bodies accrediting conformity assessment bodies* and is a signatory of a Multilateral Recognition Agreement with the International Accreditation Forum.
2. *The IOAS is not a national accreditation body and does not perform accreditation in the European Union in the meaning of REGULATION (EC) No 765/2008.*
3. The IOAS works in cooperation with different scheme owners to provide assessment (with intent to recommend approval) and/or accreditation of Certification Bodies (CBs) active in certification of organic production and processing and related fields of sustainability and social compliance.
4. The Certification Body (CB) offers such certification services and has requested to be assessed and/or accredited by the IOAS for the schemes and scopes indicated in the original application documents and as updated from time to time.
5. This Contract sets down the limitations and obligations and rights of both parties in the provision, by the IOAS, and the receipt, by the CB, of this service.
6. Terms used throughout this contract are those defined in the IOAS General Operating Manual. Reference to scheme owners and schemes in this contract includes regulatory bodies and private entities and the schemes that they have established.

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

A) Effective date

This contract becomes effective on the date when both parties have signed it.

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B) Duties of the IOAS

The IOAS agrees to:

1. Assess the CB against accreditation and/or scheme requirements and prepare initial and update assessment reports covering the information required by the relevant scheme(s) and according to IOAS procedures.
2. Issue reports to inform the CB of all non-compliances or any other obstacles to accreditation or approval found during the assessment and which require corrective action.
3. Evaluate and respond to corrective actions which the CB takes and update and finalise the assessment report(s) as necessary.
4. When all necessary requirements are met, grant accreditation or make a recommendation regarding approval, recognition or accreditation to the appropriate scheme owner.
5. Include the CB on any public listing of accredited and/or approved bodies published by the IOAS and freely acknowledge the accreditation and/or recognition status of the CB for the term of this contract subject to continued compliance with the requirements herein.
6. Inform the CB of changes to the accreditation scheme requirements and of any substantial changes to the assessment procedures of the IOAS. Regarding the latter, IOAS shall take account of the views of CBs before deciding on the precise form and effective date of substantial changes.
7. Permit the CB a reasonable period, being not less than three (3) months, unless otherwise determined by the scheme owner, to implement any changes arising from updates to the applicable requirements and/or procedures that come into force during the period of this Contract.
8. Supply invoices to the CB for fees due.
9. Oppose any misuse of the IOAS assessment or accreditation status by other parties subject to this Contract and act against any parties fraudulently claiming to be assessed or accredited by the IOAS.
10. Respond to any request for appeal or complaints in accordance with the requirements of the IOAS operating manuals.
11. Not claim that accreditation provided by IOAS is provided in the meaning of REGULATION (EC) No 765/2008.

C) Duties of the CB

The CB agrees to:

1. Submit information and documentation as part of its application, re-application and on-going surveillance that demonstrates compliance with the accreditation and/or scheme requirements, as appropriate.
2. Implement conformity assessment activities according to scheme requirements and as set out in the documentation which the CB supplied at the time of application for accreditation, or in documentation subsequently supplied.

3. Comply with IOAS (re)assessment and surveillance procedures and requirements as described in the current IOAS General Operating Manual and applicable scheme Operating Manuals which are hereby incorporated by reference and are available on the IOAS website.
4. Comply with the current versions of the relevant scheme owner requirements and standards which are hereby incorporated by reference.
5. Comply with any additions, amendments and changes to the relevant requirements and standards, as well as any additional guidance notes issued by scheme owners.
6. Permit assessment against the applicable accreditation and/or scheme(s) requirements in order to demonstrate competence to obtain any one or more of the following:
 - a) IOAS accreditation; and/or
 - b) Approval or accreditation by a regulatory authority; and/or
 - c) Approval and licensing by a private scheme owner; and
 - d) To continue under surveillance by the IOAS and abide by this contract once accredited or approved whilst this Contract is in force.
7. Recognise that the official language of doing business with IOAS is English and submit all required documentation and communications in English. Some exceptions may apply where the IOAS accepts CB submissions in another language with appropriate annotations in English provided for relevant parts.
8. Cooperate as is necessary by providing access to conformity assessment body personnel, locations, equipment, information, documents and records to enable the IOAS to verify fulfilment of accreditation and/or scheme requirements.
9. Arrange the timely witnessing of conformity assessment activities when requested by the IOAS.
10. Respond to the IOAS within the required timelines and resolve all non-compliances or any other obstacles to approval found during (re)assessment and surveillance by IOAS and which require corrective actions.
11. Comply with any additions and amendments to the aforementioned non-compliances resulting from changes made to the CB's operation, or as a result of additional information received by the IOAS.
12. Inform the IOAS of all changes to the CB's legal or commercial status, ownership, organisation, structure, management, key personnel, resources, offices, or policies in a timely manner, and to ensure that any such change shall not infringe upon the terms of the accreditation and/or scheme requirements.
13. Inform the IOAS immediately of any withdrawal of accreditation by another accreditation body or adverse action by a scheme owner as well as any situations that suggest the competence or integrity of the CB is in doubt.
14. Submit to the IOAS an application for extension or reduction of scope, complete the necessary assessment procedures when applicable and receive confirmation of the change from IOAS or the appropriate scheme owner before making any claim that any field of activity is included or removed from their accredited or approved services.
15. Submit to the IOAS at the time due an annual update that provides all the information reasonably requested by the IOAS, which request shall be sent at least one (1) month before the due date of the submittal.
16. Accept on-site and remote (re-)assessment and surveillance visits and witnessing of conformity assessment activities.

17. Have in place legally enforceable agreements to allow IOAS staff and contractors, scheme owners and supervisory bodies of the IOAS:
 - a. full access to all CB premises including those of any sub-contractors, personnel, documents, and records pertaining to the certification scheme; and
 - b. full access to CB client premises and those of their sub-contractors, their personnel and records pertaining to the certification scheme.
18. Assist in the investigation and resolution of any complaints received by the IOAS related to the CB which may include being subject to additional information requests, remote or on-site assessments, operator visits, or other assessment activities. Complaints may be deemed valid even if they arise:
 - a. With regard to activities outside those specified in the scope of the schemes for which assessment and accreditation has been requested when the IOAS judges that information received suggests complicity in fraud or a level of incompetence such that the name of the CB is brought into disrepute and/or its accreditation by the IOAS brought into question.
 - b. Due to unforeseen circumstances or developments where there is a risk of widespread non-compliance to a particular aspect of the applicable requirements and/or standards.
19. Undergo a periodic re-assessment in accordance with the procedures set out by the IOAS or at any other time for good cause and deemed necessary by the IOAS in accordance with the terms of this Contract.
20. Submit the necessary information to determine the annual fee and pay all fees due upon receipt of an invoice from the IOAS at the current rate (IOAS document LS 0503) when due.
21. Claim accreditation or approved status only with respect to the scope(s) granted and in compliance with requirements issued by IOAS and the relevant scheme owner and to refrain from using its accreditation or approval status in a manner that brings the IOAS into disrepute.
22. Not claim that accreditation by IOAS is provided in the meaning of REGULATION (EC) No 765/2008.
23. Submit samples of references made to their accreditation or approval status, upon request.
24. Comply with all laws and regulations applicable to performance of this contract. *See Section F.*

D) Transfer of accreditation

1. Transfer of accreditation to another accreditation body may take place on request of the CB or in the event that IOAS' recognition to offer the relevant accreditation scheme or scope is withdrawn, or in the event that IOAS decides to no longer offer accreditation for a particular scheme or scope.
2. In event of withdrawal of the IOAS' recognition to offer, or IOAS' decision to no longer offer, the relevant accreditation scheme or scope, or service of assessment and surveillance under the scheme for whatever reason, all contractual obligations of the IOAS as stated in this Contract with respect to that scheme shall be transferred to the appropriate scheme owner or its designated party or as may be prescribed according to the relevant requirements in force at the time.
3. The CB agrees that all CB obligations stated in this Contract shall remain in force and that such obligations shall be to the appropriate scheme owner or its designated party and not to IOAS. The CB shall accept the transfer of the IOAS' obligations to the appropriate scheme owner, or its designated party as stated in Section C of this Contract.

4. In the event of transfer of accreditation, the IOAS shall be entitled to continue to collect all monies owed for completed work but shall return fees for work not yet undertaken. In the case of annual fees, money paid for quarters that have already started shall not be reimbursed.

E) Limitations on Claims

1. Signing this Contract does not constitute accreditation by the IOAS or approval by the relevant scheme owner.
2. Accreditation by the IOAS is deemed granted when a certificate of accreditation is issued by IOAS.
3. Approval, recognition, licensing or accreditation by scheme owners based on IOAS assessment shall be by the appropriate scheme owner and shall be deemed granted when said scheme owner has issued a document or notification confirming such.
4. Claims of approval, recognition, licensing or accreditation may be made by the CB only with regard to the scope of approved accreditation, as stated and updated on IOAS web site (www.ioas.org) or as agreed separately with the scheme owner.
5. Claims by the CB pertaining to accreditation by IOAS must be in writing on official documents of the CB, and only after IOAS has made the accreditation decision.
6. After being accredited by IOAS, the CB shall use the IOAS accreditation symbol in accordance with IOAS policy, "PL0515 – Use of IOAS Accreditation Symbol". The accreditation symbol shall not be affixed on its own or used to imply that a product has been certified or approved by the CB.
7. The right to any claim by the CB is non-transferrable.

F) Compliance with Cross-Border Laws

The CB makes the following warranties and representations on an ongoing basis:

1. The CB shall comply with all U.S. and other applicable laws and regulations governing cross-border economic activities with respect to services rendered pursuant to this contract, including sanctions, export control, and anti-bribery laws. The parties shall obtain any and all necessary regulatory approval for services rendered pursuant to this contract.
2. The CB is not a prohibited party subject to sanctions imposed by the United Nations, United States, European Union, United Kingdom, or other jurisdictions. "Prohibited parties" include, but are not limited to, parties on the U.S. List of Specially Designated Nationals (SDNs) and parties owned 50 percent or more, directly or indirectly, in the aggregate, by one or more SDNs. The CB is not located, headquartered, or incorporated, and does not otherwise operate, in regions subject to comprehensive economic sanctions, including those administered by the U.S. Office of Foreign Assets Control (OFAC).
3. The CB shall not provide services to prohibited parties or to parties in, resident in, or headquartered in regions subject to comprehensive economic sanctions, including those imposed by OFAC, without prior U.S. and/or other applicable government approval.
4. The CB shall not engage in any activities that may be construed as a "bribe" or "corrupt payment" under applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, in connection with the services rendered under this contract.

G) Force Majeure and Economic Hardship

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In no event shall IOAS be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. Reasonably unforeseeable changes to applicable laws and regulations, such as the imposition of sanctions or export control restrictions that render performance economically impracticable shall be considered a “force majeure” event for purposes of this contract. Both parties shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

H) Remedies in the Event of Breach

In the event of breach of this Contract by the CB, the IOAS shall undertake any one or more of the following measures:

1. Require additional corrective actions according to a specified timetable,
2. Inform the relevant scheme owner of the nature of the breach by the CB and any subsequent actions being taken by the IOAS.
3. Require the CB to undergo a full re-assessment within such interval as the IOAS considers appropriate and at the CB’s expense.
4. Terminate, reduce the scope, suspend or withdraw the accreditation and inform the public of these actions via the IOAS website.
5. In the following cases of suspension or withdrawal and after any appeal decision the IOAS shall notify the Secretariat of the International Accreditation Forum of the decision and reasons for such decision:
 - i. there is proven evidence of fraudulent behaviour by the CB;
 - ii. the CB intentionally provides false information;
 - iii. the CB deliberately violates accreditation rules; and/or
 - iv. the CB provides certification to any standard used as a basis for accreditation.
6. In case of withdrawal, require the CB to immediately discontinue its use of all materials bearing the IOAS name or logo.
7. When required according to accreditation scheme requirements recommend the suspension or withdrawal of the accreditation or recognition to the relevant scheme owner.
8. Require the CB to inform its certified operators of the associated consequences without undue delay in the event of reduction, suspension, or withdrawal of accreditation.

I) Validity and Term of Contract

1. This Contract remains in force until terminated in writing by either party pursuant to the terms of this Section.
2. The Contract may be terminated for any reason by the CB with three (3) months’ prior written notice.
3. This Contract will automatically terminate upon written notice from the CB to the IOAS of the CB’s dissolution or insolvency.

4. The IOAS shall terminate the Contract if the CB does not fulfil its obligations as agreed to in this Contract.
5. The IOAS shall terminate the Contract on dissolution or insolvency of IOAS.
6. The parties to this Contract agree that this Contract may be amended by addendum without requiring written approval from the CB. The parties to this Contract agree that this Contract may be replaced in its entirety subject to written approval by both parties.
7. Upon termination, suspension, or withdrawal of a CB accreditation (however determined), the CB shall discontinue use of all advertising matter that contains any reference thereto and shall return any documents as required by the IOAS.
8. If for any reason the Contract is terminated by either party, the IOAS shall inform any relevant scheme owner of the termination and the reasons therefor. In addition, where the IOAS believes a regulatory authority has made use of the accreditation status, the IOAS shall inform that authority of the termination and the reasons therefor.
9. In the event of termination, the IOAS shall be entitled to continue to collect all monies owed for completed work but shall return fees for work not yet undertaken. In the case of annual fees, money paid for quarters that have already started shall not be reimbursed.

J) Confidentiality

1. The IOAS shall treat any information concerning the CB, their subcontractors or the operators of the CB which has not already been disclosed or publicly available as confidential and, with the exception of cases described in Sections J2 and J3 of this Contract, shall not disclose same to any third party without the prior written consent of the CB. To this end the IOAS shall implement and maintain a confidentiality policy and shall obtain confidentiality agreements from all persons who come into contact with such information.
2. Notwithstanding Section J1 of this Contract, the CB specifically gives its consent that the IOAS may, at its discretion, or upon request of the appropriate scheme owner provide any information on the CB and its subcontractors, the CB's certification programme, and its operators to the requesting authority as it deems necessary for such purpose. The CB shall be informed of the information provided.
3. Where the law requires information to be disclosed to a third party, the CB shall be informed of the information provided, if permitted by the law.

K) Liability

1. In the case of accreditation schemes in which the scheme owner makes the accreditation decision, the role of the IOAS is to provide a recommendation to the scheme owner. The IOAS will not be held responsible for any adverse decision on accreditation which rests with the appropriate scheme owner.
2. In the case of accreditation or approval schemes in which the final approval of the CB to be licensed or recognised by an authority as a CB using the scheme owner logo rests with the appropriate scheme owner. The IOAS will not be held responsible for the decisions of the scheme owner, even if the CB has completed the accreditation process with IOAS and received an accreditation certificate.

3. The CB agrees to indemnify and hold harmless, the IOAS, including its directors, officers, assigns and employees against any loss, costs, legal fees, and expenses arising out of or in connection with the operation of the CB's certification programme, or resulting out of any misuse by the CB of its status under this Contract, or arising out of any violation by the CB of the terms and conditions of this Contract.
4. Neither party shall be liable to the other party for any loss of profit, use, revenues, business, goodwill, or anticipated savings (whether direct or indirect), loss of or corruption to data, or any indirect, consequential or special damages, loss, costs, claims or expenses howsoever arising.

L) Disputes

1. In the event of a dispute arising from this Contract, the parties agree to seek an amicable solution. The IOAS complaints and appeals procedures shall be used as applicable and according to the nature of the dispute.
2. This does not preclude the CB from taking complaints about the IOAS to the appropriate scheme owner, where applicable, warranted, and appropriate.
3. In event of the failure to resolve disputes through the IOAS complaints and appeals process, the parties' legal recourse shall be exclusively to the agreed process of arbitration as described herein. Recourse shall not be made to the arbitration process until such time and where applicable IOAS complaints and appeals procedures have been exhausted.
4. If the CB is assessed by IOAS pertaining to the Canada Organic Regime, the arbitration scope is limited to disputes regarding money or administrative functions.
5. Arbitration shall be administered according to the rules of the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures (except as agreed hereunder), but to reduce costs, need not be conducted via the International Dispute Resolution organisation. The International Dispute Resolution Procedures may be referred to at www.icdr.org and form part of this Contract.
6. The place of arbitration shall be as mutually agreed held remotely by electronic means. The language of the arbitration shall be English.
7. The arbitrators shall have no authority to award punitive damages not measured by the prevailing party's actual damages, except as may be required by statute.
8. Cost of the arbitration process shall be shared equally by the parties. In no event shall a monetary award in an arbitration initiated under this agreement exceed \$10,000, except as may be required by statute.

M) 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.

N) Miscellaneous

1. Notices. All notices required or permitted to be given under this Contract, shall be in writing and deemed to be properly given upon the date first actually received by the intended recipient if delivered: (i) in person; (ii) via facsimile or email; (iii) by way of United States mail with first class

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postage prepaid; or (iv) by private, prepaid courier. All notices to be given under this Contract shall be given to the addresses on the first page of this Contract.

2. No Joint Venture. Nothing contained in the Contract shall be deemed to create any partnership, agency, joint venture, or fiduciary relationship between the IOAS and the CB for any purpose.
3. Entirety. Each party acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the agreement between the parties with respect to the subject matter herein and supersedes all prior proposals, understandings, and all other agreements, oral and written. Notwithstanding Section I.6, This Contract may not be modified or altered except by a written instrument duly executed by both parties.

Signed (for the IOAS)

Name: David Crucefix, PhD
Position: Executive Director
Date:

Signed (for the CB)

Name:
Position:
Date: