

OF&G Quality Manual	RD276 Declaration and Licensing Agreement for Compost Certification Scheme
Linked documents:	TL301
Docs referred to:	PAS100, Quality Protocol for Compost, REAL Scheme Rules.

On Behalf of (Company name):	
Signed:	
Print Name:	
Date:	

I declare that:

1. General

1.1	The information given in the Application/Annual Inspection Questionnaire is, to the best of my knowledge, accurate and forms the basis of an agreement with Organic Farmers & Growers Ltd (OF&G).
1.2	I have read PAS100, and the Quality Protocol for Compost (PAS100 only in Scotland) and confirm that the provisions of the relevant standards contained therein have been observed from the date of this application, or the date specified, and will be henceforth.
1.3	I agree to permanently carry out operations in accordance with PAS100 and the Quality Protocol for Compost (PAS100 only in Scotland).
1.4	I understand that Compost Standards do not override statutory regulations but are in addition to them. I undertake to register my enterprise with the appropriate statutory authority (or authorities) and comply with all relevant regulations and codes of good practice.
1.5	I undertake to make available to OF&G, upon request, inspection reports, recommendations, discharge licenses etc. from Statutory Authorities.
1.6	I agree to inform OF&G immediately I become aware of any current, recent (within the last 12 months) or pending investigations or prosecutions.
1.7	I agree to immediately notify OF&G of any changes of ownership or management or changes to the production and storage facilities, products or input materials, which take place after these have been approved as part of certification or re-certification.

2. Data Protection and Use of Information

2.1	I agree, on behalf of my organisation and all associated units and subcontractors, to permit OF&G to hold and supply to government departments and other relevant bodies, information obtained for the purposes of certification. These bodies may publish this data as a Public List. OF&G treats this data in confidence and will not disclose it to any other third party except where required or permitted to do so by law. Your signature on this declaration constitutes consent to this use of data.
2.2	OF&G also maintain a list of operators and their address and enterprise details, which we can supply to enquirers for the purposes of marketing and research. Please tick this box if you DO NOT want to be included on this list.

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3. Sub-Contractors

3.1	I agree to provide a list and a description of the activities of all units (including storage) and subcontractors involved in the production or preparation of compost and which are contracted out to third parties, in part or in total. I undertake to ensure that such units agree to have their operations subject to the inspection regime.
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4. Access

4.1	I agree to provide access during normal working hours, for either arranged or unannounced visits, to Inspectors appointed and/or contracted by OF&G for the purpose of carrying out surveillance inspections and to provide access to any areas or information deemed necessary for the purposes of the inspection.
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5. Sampling

5.1	I agree to permit OF&G to take samples for testing of products or for checking production techniques or for detecting possible contamination by unauthorised products and to submit the results of our own voluntary inspection and sampling programmes where required.
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6. Use of Licence and Certification Mark (logo)

6.1	I will make claims regarding certification only in respect of the enterprises and products that comply with the requirements of the Compost Scheme and for which certification has been granted.
6.2	I will not use the product certification in such a manner as to bring OF&G or REAL into disrepute.
6.3	I will endeavour to ensure that no certificate or any part thereof is used in a misleading manner and will not make any statement regarding certification, which OF&G may consider misleading or unauthorised.
6.4	I will ensure that references to certification on packaging and marketing materials, comply with the requirements of the Compost Scheme by submitting them to OF&G for approval before use.

7. Cancellation or Suspension of Certification

7.1	I understand that OF&G will notify REAL and the Statutory Authority if the certificate is terminated or if a Manifest Infringement, which causes a batch of produce/product to lose its status, is identified
7.2	Upon cancellation or suspension of Compost certification, I will discontinue the use of all advertising matter that contains any reference thereto and return my certification documents as required by OF&G. I will not produce or market products as compliant with the Compost Scheme thereafter using the REAL or OF&G logos or any reference to the Compost Scheme without the approval of OF&G. I will inform buyers of the product/s in writing and in good time, in order to ensure that the indications referring to the Compost Scheme compliant production method are removed from them.

8. Payment of Fees

8.1	I will pay all fees and costs related to the Certification Scheme as determined and published by the OF&G Board, in accordance with their credit terms.
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