

AMERICERT INTERNATIONAL

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NOP Organic Handler Plan Annual Update

Form# NOP AU4-v.061616

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Operation Name:

AI Client # (if applicable):

Date of Update:

Primary Authorized Rep. Responsible for this App:

Instructions: The USDA NOP organic regulations require that certified operations submit an annual update to their approved organic plan. In the past this has taken the form of an operation being required to resubmit a complete long form application each year. In an effort to reduce the paperwork burden associated with organic certification the USDA has allowed us to simplify the annual renewal processing by allowing operations to complete this simplified renewal form. Please complete each section and leave no section blank. Please review your organic plan while completing this form. Please attach all requested attachments and submit with appropriate fees no later than your annual renewal date.

I. CONTACTS, SECURITY, COMMUNICATIONS

A. **Billing Contact:** Are there any changes to your plan's listed billing contact, instructions, or other billing information?
 No Yes If you answered yes, please submit the requested changes in writing and attach to this form.

B. **Consultant:** Are there any changes to your plan's listed consultant or their status?
 No Yes If you answered yes, please submit the requested changes in writing and attach to this form.

C. **Secured Users and Authorized Reps:** Are there any changes to your plan's listed secured users and authorized reps or their information?
 No Yes If you answered yes, please submit the requested changes in writing and attach to this form.

II. PRODUCT LABELING AND FORMULATION *NOP Final Rule s. 205.105, 205.270, 205.300-205.305, 205.307-205.311*

A. Products Labeled as "100% Organic": All of the ingredients, including processing aids and additives must be certified organic. List all products which are produced or planned for production and to be represented as "100% Organic."

Product Name	SKUs (if applicable)	Are the ingredients identified as Organic in the information panel?	Is the phrase "Certified Organic by Americert International" going to appear on the information panel?	Is the USDA organic logo going to be used?	Is the AI logo going to be used?

Please check here if you have additional 100% Organic products which there is not space here to list. List in an attachment.

B. Products Labeled as "Organic": At least 95% of ingredients are certified organic ingredients. List all products which are produced or planned for production and to be represented as "Organic."

Product Name	SKUs (if applicable)	Are the ingredients identified as Organic in the information panel?	Is the phrase "Certified Organic by Americert International" going to appear on the information panel?	Is the USDA organic logo going to be used?	Is the AI logo going to be used?

Please check here if you have additional Organic products which there is not space here to list. List on separate sheet and attach.

Are any non-organic ingredients or processing aids used in these products? Yes No.

If the answer to the previous is yes, please indicate which products contain non-organic ingredients or on which non-organic processing aids are used, and what the ingredients or processing aids are:

If the answer to the previous is yes, please describe attempts to source the non-organic ingredients or processing aids organically. You must document evidence that organic varieties are not available commercially:

During the handling or processing of products are sulfites, nitrates, or nitrites used or added? Yes No.

If the answer to the previous is yes, please indicate which products contain or have contact with sulfites, nitrates, or nitrites:

Do any of the products labeled as "organic" also declare the percentage of organic ingredients on the label? Yes No.

If the answer to the previous is yes, please indicate which products:

If the answer to the previous is yes, is the size of the font used to indicate the percentage of organic ingredients on the label more than half the size of the largest font used on the display panel? Yes No.

Is the entire phrase displayed in the same font size, type, and color, without highlighting? Yes No.

Is the percentage rounded down to the nearest whole percentage? Yes No.

Notes:

C. Products Labeled as "Made With Organic (Specific Ingredients or Food Groups)": At least 70% of ingredients are certified organic ingredients. List all products which are produced or planned for production and to be represented as "Made with Organic."

Product Name	SKUs (if applicable)	Are the ingredients identified as Organic in the information panel?	Is the phrase "Certified Organic by Americert International" going to appear on the information panel?	Is the AI logo going to be used?	List each organic ingredient or group identified in the label phrase "Made with Organic (Specific Ingredients or Food Groups)"

Please check here if you have additional "Made With Organic" products which there is not space here to list. List in an attachment.

Does the phrase "Made with Organic" . . . on the principal display panel appear in a font size no more than half the size of the largest font used on the principal display panel?

Yes No.

Does the entire phrase appear in the same font type, size, and color without any highlighting?

Yes No.

Are the percentage of organic ingredients listed on the principal display panel?

Yes No.

If so, does the entire phrase appear in the same font type, size, and color without any highlighting?

Yes No.

Is the percentage rounded down to the nearest whole percent?

Yes No.

D. Products With Less than 70% Organic Ingredients: Organic ingredients may only be listed on the information panel, ingredient list, or side panel.

Please list any products which are made with less than 70% organic ingredients:

E. Organic Byproducts

Are any byproducts of processing or handling of organic products marketed as organic?

Yes No.

Please list any byproducts marketed as organic:

F. Labels

Are the organic ingredients identified or marked in some manner in the ingredient list?

Yes No.

Does the information panel contain the phrase "Certified Organic by Americert International"?

Yes No.

G. Water

A. Boiler Additives: Are there any changes to your plan's use of boiler additives?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

B. Chlorine/Water Borne Sanitizers: Are there any changes to your plan's listed use of chlorine or water borne sanitizers?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

III. MAINTAINING ORGANIC INTEGRITY

NOP Final Rule s. 205.201(a), 205.270, and 205.272

A. Facility Map and Process Flow Diagram: Are there any changes to your plan's previously filed facility map or process flow diagram?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

B1. Organic Integrity Program: Are there any changes to your plan's Organic Integrity Program?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

B2. Does the operation use any synthetic processing aids, volatile solvents, or prohibited substances in contact with organic ingredients or products?

No Yes

If you answered yes, please submit describe in writing and attach to this form.

B3. Ionizing Radiation: Do you used ionizing radiation on products or ingredients?

No Yes

If you answered yes, please describe in writing and attach to this form.

C. Monitoring: Are there any changes to plan's listed monitoring practices, including verification of incoming ingredients?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

D. Equipment Used In Organic Production: Are there any changes to equipment used in organic production, including use of sanitizers, cleaners, purges, or the use of equipment dedicated to organic production only?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

E. Sanitizers/Cleaners: Are there any changes to the listed sanitizers and cleaners used in the operation?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

F. Packaging: Are there any changes to the listed used of packaging (incoming, in process, or final packagin)?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

G. Storage: Are there any changes to the listed storage locations or practices used to manage storage locations to prevent contamination or commingling in the operation?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

H. Transport of Ingredients and Products: Are there any changes to the listed practices and procedures for ingredients and products?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

IV. PEST CONTROL *NOP Final Rule s. 205.271*

Who manages and conducts pest control activities for the facility?

Facility Staff.

Third Party Contracted Service Provider

Please identify the party and provide contact information:

Has the party documented in writing that they understand the NOP Final Rule pest control limitations and are committed to following the Rule?

Yes

No.

Action Levels: Are there any changes to the listed Level One through Three Preventative and Control Measures?

No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

Level Four Measures: Are Level Four Pest Control Measures (Substances Not on the the National List) Used or Planned for Use if other methods fail?

No Yes

If yes, please describe what substances are planned for use, under what conditions, and how will the organic integrity of ingredients, products, and areas be protected?

V. RECORDKEEPING AND MONITORING *NOP Final Rule s. 205.201(a)(5) and 205.202(c)*

NOTE: The NOP Final Rule requires that operations maintain records that disclose all of the activities of the operation and all transactions undertaken. The records must be maintained in a form which makes them easy to understand and audit. The records must be maintained for a minimum of 5 years. The records must demonstrate compliance with the NOP Final Rule and be made accessible to AI, the USDA, and AI's inspectors. Organic products must be capable of being traced back to the date processed and the ingredient provider.

A. Records Maintained

Please indicate the records and documentation maintained by the operation for organic operations:

- | | |
|---|--|
| <input type="checkbox"/> Certificates and Ingredient Affidavits. | <input type="checkbox"/> Batch Sheets |
| <input type="checkbox"/> Ingredient Invoices and Bills of Lading. | <input type="checkbox"/> Production Run Records |
| <input type="checkbox"/> Receiving Records | <input type="checkbox"/> Cleaning Logs |
| <input type="checkbox"/> Ingredient Analysis Records | <input type="checkbox"/> Discards and Rework Summary |
| <input type="checkbox"/> Ingredient and Input Purchase Orders and Remittance | <input type="checkbox"/> Packing Reports |
| <input type="checkbox"/> Ingredient Inventory Records | <input type="checkbox"/> Finished Product Inventory |
| <input type="checkbox"/> QA Reports | <input type="checkbox"/> Loading and Shipping Reports |
| <input type="checkbox"/> In-Process Product Inventory | <input type="checkbox"/> Sales Invoices/Receipts |
| <input type="checkbox"/> Equipment cleaning logs. | <input type="checkbox"/> Pest control application records |
| <input type="checkbox"/> Container cleaning logs. | <input type="checkbox"/> Complaint Log |
| <input type="checkbox"/> Transport cleaning logs | <input type="checkbox"/> Employee Training Materials |
| <input type="checkbox"/> Storage area cleaning logs | <input type="checkbox"/> Verification Non-GMO status (ingredients) |
| <input type="checkbox"/> Pest Observation Records | <input type="checkbox"/> Verification of Non-Biosolids (ingredients) |
| <input type="checkbox"/> Notice of organic requirements for transporters | <input type="checkbox"/> Verification Non-Irradiation(ingredients) |
| <input type="checkbox"/> Incoming Ingredient Lot Numbers | <input type="checkbox"/> Approved Pest Control Products List |
| <input type="checkbox"/> Finished Product Lot Numbers | <input type="checkbox"/> Approved SKU list |
| <input type="checkbox"/> Real Time Inventory (Ingredients and Finished Product) | <input type="checkbox"/> Contracts |
| <input type="checkbox"/> Supplier Traceability Records and System | <input type="checkbox"/> Master Recipe/Formulations Record |
| <input type="checkbox"/> Approved Ingredient Supplier List | <input type="checkbox"/> NOP Final Rule |
| <input type="checkbox"/> Approved Sanitizer and Cleaners List | <input type="checkbox"/> Approved Handling Plan |

For how long do you maintain records related to organic production and activities?

B. Ingredient Traceability: Are there any changes in the listed record keeping system for traceability?

- No Yes

If you answered yes, please submit the requested changes in writing and attach to this form.

C. Product Recall System: Are there any changes to the operation's product recall system?

- No Yes

If you answered yes, please submit describe in writing and attach to this form.

D. Mass Balance of Ingredients? Are there any changes to the operation's recordkeeping ability to conduct mass balance of ingredients?

- No Yes

If you answered yes, please submit describe in writing and attach to this form.

E. Balance of Sales? Are there any changes to the operation's recordkeeping ability to conduct sales balance reconciliation?

- No Yes

If you answered yes, please submit describe in writing and attach to this form.

VII. CERTIFICATION AND MARK LICENSING CONTRACT

Whereas,

hereinafter "Operation", is an individual or company seeking certification that its products or services are compliant with third party standards, and, Whereas Americert International, hereinafter "AI" or "Americert" is a company engaged in the business of providing third party verification of compliance with third party standards, the aforementioned parties hereby enter into this agreement exchanging the following bargained for exchange of promises related to AI assessing the Operation's products or services for compliance with third party standards.

1. **Standards Identified:** The standard(s) which the Operation is seeking certification of compliance with are the USDA National Organic Program Standards, as codified in 7 CFR 205 of the United States Code of Federal Regulations. Those standards are incorporated by reference into this contract in their entirety as they exist on the date of signing and as periodically amended by the USDA NOP, at which time the amendments are automatically included into this contract.
2. **Effective Date and Duration of Contract:** This contract is effective on the date signed by the last party signing, and remains in effect until any of the following occur: a) AI issues a Denial of Certification, b.) AI accepts a withdrawal from certification which the Operation has communicated to AI in compliance with the Certification Handbook for this program, c.) AI issues a Notice of Suspension, or Notice of Revocation and the Operation has not requested an appeal or mediation in compliance with the procedure described in the Certification Handbook for this program, d.) the Operation's certification is revoked or suspended by the USDA NOP, e.) A new contract for certification is entered into by AI and the Operation, or f.) AI terminates this contract due to breach of the contract on the part of the Operation.
3. **Certification Handbook and the Standard:** AI and the Operation each have an independent and affirmative duty to seek out information about the Standard and the Certification Handbook and periodic amendments thereto and binding interpretations thereof, to know and understand the Standard and the Certification Handbook and periodic amendments thereto and binding interpretations thereof, and to always remain compliant with the Standard and the Certification Handbook and its periodic amendments and binding interpretations thereof. By signing this contract both parties affirm that they are in possession of copies of the Standard and the Certification Handbook and have read, understood, and agree to comply with the provisions and procedures contained therein.
4. **Compliance:** AI shall review information submitted by the Operation in compliance with the Standard and the Certification Handbook. When, as a result of the review conducted by AI, AI determines that the operation complies with the Standard, AI shall grant certification to the Operation. In conducting the review, AI shall comply with the procedures and criteria provided in the Standard and the Certification Handbook. If AI is unable to determine that the Operation complies, or affirmatively determines that the Operation does not comply, AI shall proceed in accordance with the Notice of Denial of Certification, Hold Pending Further Applicant Action, or Notice of Noncompliance, Proposed Suspension, or Revocation as provided in the Standard and the Certification Handbook.
5. **Organic System Plan:** The Standard requires that the Operation develop a system, consisting of appropriate practices, procedures, and policies, to comply with the provisions of the Standard. The Operation shall develop such a system and ensure that it is effectively implemented at all times. The Operation shall communicate truthfully, accurately, and completely to AI about the system so that AI can assess whether or not the Operation's system, as envisioned and as applied, is sufficient to comply with the Standard. The Operation shall complete and submit to AI a summary of the organic system plan annually for review, and shall comply with all of AI's requests for information about the existence, details, and effectiveness of the system plan. AI has the right to require that the Operation communicate this information in specific formats, through the use of specific forms, and at specific regular or surprise intervals and the Operation shall comply with AI's requirements in this part. AI shall assess all information received in order to determine compliance with the Standard and the Certification Handbook. The Operation shall inform AI immediately of any changes in procedure, practices, or policies that vary from the organic system plan that AI has previously reviewed for compliance. Additionally, the Operation shall inform AI immediately of any incidents or events which would suggest to a reasonable person that the organic integrity of the system, or any product, ingredient, or land covered by the certification may have been compromised or may be compromised in the future. The Operation shall accept annual, periodic, and unannounced inspections by AI and its staff and subcontractors, and shall make all facilities, locations, records, staff, equipment, products, and land freely accessible to AI and its staff and subcontractors during inspections. The Operation agrees that AI may use subcontractors to perform work related to their certification.
6. **Financial Obligations:** The Operation shall pay all applicable fees for certification and certification related services as described in the AI fee schedule for this program within 60 days of being invoiced. Late fees and interest may be charged for invoices unpaid after 60 days of being issued by AI. AI has the right to amend or change the fee schedule at any time, with reasonable notice to the Operation.
7. **Ownership of AI Marks and Phrases:** The Operation agrees that AI has the sole ownership in the AI logo and its variants, the use of the name Americert International, and the phrases "Certified Organic by Americert International", "Certified by Americert International", and any phrases using the name Americert in relation to certification (hereinafter "AI mark and phrases"). The Operation agrees and stipulates that the AI mark and phrases are inherently distinctive and have acquired distinctiveness throughout the world in relation to certification activities, and that AI mark and phrases have been previously used in trade and business. The Operation agrees to not challenge the same, and waives any defenses based upon contradicting any of the claims in this part. Operation agrees and stipulates that AI has the sole and exclusive rights to use and license the use of the AI mark and phrases. If AI extends a license to the Operation to limited use of the IA mark and phrases the Operation agrees that it may only use such mark and phrases in compliance with this contract and only until AI or the Operation terminate this contract. The Operation agrees and stipulates that regardless of the length or type of use of the AI mark and phrases, the Operation acquires no ownership interest or continuing right to the use of the mark and phrases except as described and provided for in this contract.
8. **Contingent and Limited Grant of Rights to Use Some AI Marks and Phrases:** If AI grants certification to an Operation, the Operation shall have the limited right to use some AI mark and phrases as provided in this part. The Operation shall have the right to use the AI logo and organic certification marks, and the phrases "Certified Organic by Americert International" only in relation to the scope of products, locations, and services certified by AI under the Standard. The Operation shall not use the above listed marks and phrases in a misleading or confusing manner, including but not limited to marketing or promoting products, locations, or services which are not included in the scope of the certification issued by AI, misrepresenting in a way that is reasonably likely to confuse consumers about the relationship between the Operation, AI, and the USDA, or the certified status of products, or to confuse or mislead consumers or any party about the identity of the Operation. The Operation shall not use the mark and phrase in any manner that reasonably appears likely to bring AI into disrepute. The Operation shall submit copies of any proposed illustrations, labels, marketing or promotional materials, including text references that feature or include the use of the AI mark and phrase to AI for approval prior to use. AI shall promptly review any materials so submitted. AI shall not unreasonably withhold approval for the use if the use is compliant with the Standard, the Certification Handbook, and this contract. AI reserves the right to mandate the size, color, and form of any use of the AI logo, mark, and phrases. Upon termination of this contract, through withdrawal, revocation, or suspension, the Operation shall promptly destroy any promotional materials, including labels, advertisements, and other materials using the AI mark and phrases, and return any original certificates of certification in the Operation's possession.
9. **Operation's Warranties and Indemnifications:** The Operation warrants that all information submitted to AI in conjunction with this contract is accurate, complete, and truthful. Future information and communications with AI in relation to this contract shall be accurate, complete, and truthful. The Operation warrants that it is in compliance with all local, state, federal, and international laws, regulations, and ordinances which apply to its operations and will remain in compliance therewith. The Operation acknowledges that any certificate or compliance decision issued by AI is related only to compliance with the Standard and does not represent any determination that the Operation is compliant with any other laws, regulations, ordinances or food safety guidelines or practices. The Operation agrees to indemnify AI, its staff, officers, directors, and independent contractors from any third party claims arising from the Operation's activities. If any portion of the Operation's facilities are open to the public in the normal course of business, and the business maintains liability insurance, the Operation shall add AI to its policy as an additional insured party at its own cost (if any.)
10. **Waiver of AI Liability:** The Operation hereby agrees to hold AI harmless and hereby waives any claims arising from AI's duties under this contract, including negligence and including gross negligence, on the part of AI, its staff, directors, officers, or independent contractors in relation to any duties or obligations undertaken by AI pursuant to this contract. This waiver of AI's liability is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the remaining portion shall remain valid and in effect notwithstanding the invalidated portion. Should AI, notwithstanding this paragraph, be subject to an award of damages under this contract, the Operation agrees that such damages shall not exceed the fees paid by the Operation to AI pursuant to this contract for the 12 month period encompassing the date of the occurrence from which the claim arose.

11. **Confidentiality:** Except as described in the Certification Handbook and the Standard, AI shall safeguard and maintain the confidentiality of all information obtained from the Operation in relation to this contract and the certification process. Information that shall be considered publicly available and not subject to confidentiality, includes:

1. The name of all currently certified operations.
2. The certificate issued to any currently certified operations.
3. Whether or not the operation is currently certified or was certified in the past.
4. If the operation was previously certified, whether the certificate was revoked, suspended, or surrendered.
5. The products and facilities that the operation currently has certified.
6. Contact information for all currently certified operations.

Formal requests for applicant's confidential information received from law enforcement, regulatory bodies, and courts, pursuant to a valid invocation of authority arising from law, the standard, regulation, or contract, shall be honored; however, the applicant shall be informed of the request prior to complying with the request so as to have reasonable opportunity to challenge the request, unless the information request is accompanied by a facially valid directive to not inform the client or applicant.

Information, including what would otherwise be considered confidential applicant information, may be released by AI, without notice to the applicant, as follows:

1. Where explicitly or implicitly required in the standard, or as a condition of obtaining or maintaining AI's accreditation to certify to the standard, or to comply with a condition of the Quality System;
2. Where, in the reasonable judgment of the Chief Executive Officer, such information is necessary to prevent physical, psychological, or significant economic damage to the applicant, any party or the public; and,
3. Where, AI has reasonable grounds to believe that fraud, or any other crime, is being committed by the applicant or a third party. It is the Operation's responsibility to designate what persons from its organization shall be granted free access to the Operation's certification file and to update, modify, and amend such information as necessary.

12. **Certification, Rights and Responsibilities Not Assignable:** The rights and responsibilities under this contract, including but not limited to the possession and use of any certificate issued by AI, and the right to use the term "organic", and the AI marks and phrases, are not assignable nor transferable. Any attempt by the Operation to transfer or assign any right or responsibility under this contract is a violation of this contract which allows AI to terminate this contract at its discretion. Any attempt by the Operation to transfer or assign any of its rights or responsibilities under this contract will be void and without effect, or where allowed by law, voidable by AI.

13. **Severability:** If any provision of this contract shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this agreement that can be given an effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

14. **Governing Law, Forum and Venue:** The law governing this contract shall be the laws of the State of Florida. Any and all litigation which arises under this contract shall be initiated, prosecuted, and litigated solely in the federal or state courts located in Gainesville, Florida, and nowhere else. Both Parties to this contract agree that venue shall lie in Gainesville, Florida, and that both parties consent to jurisdiction of the federal and state courts located therein. Both parties agree and stipulate that the certification activities undertaken take place primarily in Florida, and that for the purposes of exercising jurisdiction over the parties, the act of the Operation submitting its information, payments, and ongoing compliance information to AI's office in Florida are substantial and continuous business dealings within the state and shall confer personal jurisdiction over the Operation. Further, the Operation stipulates and agrees that the products to be certified under this contract are intended to be sold in many places, including Florida, and that this intention, in conjunction with the certification activities undertaken by the Operation in Florida, by submitting its information, payments, and ongoing compliance information to the AI office in Florida constitute a further basis of having substantial and not isolated business dealings in Florida. The Operation hereby waives any challenges to a Florida court exercising personal jurisdiction over the Operation in any dispute that arises under this contract.

15. **Modification of Contract:** No modification to the terms of this contract shall be effective unless it is reduced to writing and signed by both parties.

Florida Law, which is the law governing this application and the contract between the applicant and AI allows for the use of "electronic signatures." Specifically, Chapter 668 of the Florida Statutes provides that "Electronic Signature" means any letters, characters, or symbols, manifested by electronic or similar means, executed or adopted by a party with an intent to authenticate a writing. A writing is electronically signed if an electronic signature is logically associated with such writing. It also provides that an "electronic signature" shall have the same force and effect as a written signature. You have the right not use "electronic signatures". Once you have used an "electronic signature" for one transaction, or one submission of your application, it does not mean that you must use "electronic signatures" in the future. You may "opt out" at any time, by submitting any document requested by AI using the "original handwritten signature" provisions included on each AI document. AI provides all official notices using "original handwritten signatures" you have the right to provide all of your official notices and submissions and communications in the same way. Submitting any document to AI using an electronic signature will be deemed as consent to use and intent to be bound by such provisions for that document only. You can receive a paper copy of any documents signed by you using an "Electronic Signature" simply by asking AI in writing. AI will provide electronic copies that can be printed by you and will not charge for this. If AI prints the document and mails it to you, AI will charge 10 cents (\$.10) per page so sent. If you have any questions about this policy or the use of "Electronic Signatures" you should not use an "Electronic Signature" but should contact AI for more information.

By using an electronic signature you are agreeing to the following. If you do not want to use an "electronic signature" you may skip to the next section.

I understand that consenting to the use of of an "Electronic Signature" in this document, does not constitute consent to use "Electronic Signatures" for any future document.

I understand that I have the right to obtain a printed copy of this or any other document I have executed using an "electronic signature" from AI, using the procedure and conditions described above.

I understand that an "electronic signature" is binding, valid, and has the same full legal effect of an "original handwritten signature". I agree that this document shall not be held to be unenforceable, inadmissible, or invalid on the basis that it contains an "electronic signature" rather than a "handwritten original signature". I agree that this document shall be entered into evidence in any proceeding on the basis of the stipulation that I am now giving that it is true, accurate, authentic, and was signed knowingly, voluntarily, and with full legal authority to do so on behalf of the organization or operation on whose behalf I am submitting it. I waive all evidentiary and procedural objections to its admission into evidence in any proceeding, as a condition and term of Americert International accepting this application for certification.

1.) I attest and affirm that I am a duly authorized representative of the operation in whose name this application is being submitted, having been duly granted by the organization the authority to act on behalf of and bind the operation in whose name this application is being submitted; 2.) I agree and affirm that AI (and if applying for USDA NOP certification, the USDA NOP) may rely upon this representation and that if it is later found that I was not duly authorized, either because I misstated my status as authorized representative, or because I was mistaken, that I shall be held personally liable for any damages, consequences, or penalties that flow from a negligent, fraudulent, or mistaken representation of my status, including civil and criminal penalties, fines, and damages; 3.) I affirm that all the information submitted in this application, and any attachment or appendix is true, accurate, and complete; 4.) I agree that myself and the operation applying to obtain or maintain certification shall comply with the certification standard and policies, procedures, and determinations of AI (and if applying for USDA NOP certification, with Organic Foods Production Act of 1990, and the NOP Final Rule); 5.) I understand that facilities may be subject to announced and unannounced inspections by AI (and/or the USDA) and that certified product can be sampled and analyzed at any time; 6.) I agree to send additional information as requested by AI (and/or the USDA); 7.) I agree to immediately notify AI of any incidents which may call into question the certified (and/or organic) integrity of any product produced under this plan and certified by AI. I additionally agree to inform AI of any deviation from or change to this plan; 8.) I have obtained, read, and understand the standard, this Contract, the Certification Manual, and the standard. I have had any and all questions about the policies, procedures, and regulations contained therein answered to my satisfaction, and agree that the operation and myself will at all times remain compliant with those policies, procedures, and regulations; 9.) I understand that this is not a contract which guarantees certification and that Americert is obligated to comply with the NOP regulations and the Act and that any operation which Americert determines is not in compliance with the NOP regulations, the Act, or Americert's directives will be denied certification or may have its certification revoked or suspended with no refund of monies paid under this contract.

Name of Person Attesting and Affirming to the Above and Agreeing, On Behalf of the Operation, that the Operation and Myself Shall Be Bound by the Above Enumerated Terms and Provisions:

Operation on Whose Behalf the Person is Attesting and Affirming to the Above And Agreeing to Be Bound by the Above Enumerated Terms and Provisions, t Having Been Duly Authorized or Appointed to Act on the Operation's Behalf:

Under penalties of perjury, I swear, attest, and affirm that I am the authorized representative and agent for the operation in this matter, having been duly authorized or appointed to act on the operation's behalf and, in my capacity as agent, to bind the operation. Additionally, I swear and affirm that I have read and agree, on behalf of the operation to all of the provisions of this contract and request and that each question of the plan and application has been answered truthfully.

*Signature of Authorized Representative:

Date Signed:

*To use an Electronic Signature rather than an original handwritten signature, please enter the first letter of your first name, your last name and the last three digits of your social security number (e.g. JSMITH024.)

**COPIES OF ORGANIC PRODUCT PROFILE FORMS (OPPs) FOR EACH PRODUCT TO BE CERTIFIED MUST BE ATTACHED TO THIS FORM .
COPIES OF ORGANIC CERTIFICATES FOR EACH ORGANIC INGREDIENT MUST BE ATTACHED TO THIS FORM.
COPIES OF ALL LABELS MUST BE ATTACHED TO THIS FORM.**

When complete, please send this application via email, fax, or postal mail to:

Americert International
2603 NW 13th St. #228, Gainesville, FL 32609
Via Fax: 866-325-8261
Via Email: Americert@gmail.com

Please do not forget to submit fees at the time of application.

IX. ADDITIONAL INFORMATION REQUESTED

A. Equivalency Determinations Requested: Please Indicate What Equivalency Determinations You are Requesting.

US-EU Organic Equivalency Arrangement: I attest that I have documentation from all suppliers that that the products or ingredients of products handled by my operation are produced without the use of antibiotics.

US-Canada Organic Equivalency Arrangement: I attest that I have documentation from all suppliers that the products or ingredients handled by my operation are produced without the use of sodium nitrate, and without the use of hydroponic or aeroponic production methods.

Notes or comments:

B. Corrective Actions, Minor Noncompliances, Noncompliances from the Previous Year

If you were issued any Notices of Noncompliance, Minor Noncompliances or Corrective Actions with your last certification or in the last year, please describe the status of the corrective actions undertaken to address those issues: