



## Atlantic Certified Organic (ACO)

P.O.Box 40, Canning, N.S. B0P1H0

Telephone: 1-888-375-9190 Fax: 902-582-3299 e-mail: info@atlanticcertifiedatlantic.ca

### CONTRACT FOR ORGANIC CERTIFICATION SERVICES

It is hereby agreed that \_\_\_\_\_, hereafter called the applicant, retains Atlantic Certified Organic Co-operative Ltd (ACO) for evaluation of conformity to the Organic Products Regulations of Canada/and or Canada US Equivalency Agreement for the fees outlined in the ACO fee schedule.

#### ACO shall:

- a) administer a system of accredited certification based on the Organic Products Regulations and criteria of ISO Guide 65 and shall manage a third party certification system in a consistent and reliable manner;
- b) ACO shall take full responsibility for all activities operated or contracted out and maintain its responsibility for decisions relating to the granting, maintaining, extending, suspending or withdrawing certification;
- c) ACO as a certification body shall make its services accessible to all applicants whose activities fall within its declared field of operation.

#### The Applicant shall:

- a) comply with the relevant provisions of the ACO certification program;
- b) pay the corresponding fees requested by ACO, the certification body;
- c) hereby affirms and verifies that the description of organic production units and procedures contained in this application are accurate and complete;
- d) access to a copy of and (i) has read the applicable portion of the standards (Organic Products Regulations), (ii) will operate their organic operation in accordance with the standard or regulation during the certification period and (iii) will maintain accurate and up-to-date records of all organic and non-organic products managed by the applicant;
- e) agree to inform ACO of any planned changes in its operating procedures and/or scope including but not limited to: (i) the types of production on the operation, (ii) any processing conducted on the operation that could affect the organic conformity of the product. The applicant acknowledges that significant changes in procedures or scope of operation will require an amendment or extension of certification and re-evaluation. The applicant agrees not to release any certified products resulting from changes until notified by ACO;
- f) hereby authorize and provide access to ACO personnel to their premises, product, facilities, inventories, records and documents during regular business hours for the purpose of certification, audit, verification of compliance or analysis whether such access is arranged or unannounced. This includes, but is not limited to provisions, for examining documentation and access to all



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- areas, records and personnel for the purpose of the on-site evaluation and the processing of any complaints directed towards them;
- g) authorize ACO to obtain and review all documents or information relevant to the evaluation including, but is not limited to previous certification reports and documents;
  - h) make claims regarding certification only in respect of the scope for which certification has been granted;
  - i) not use its product certification in such a manner as to bring ACO, the certification body into disrepute and does not make any statements regarding its product certification which ACO as a certification body may consider misleading or unauthorized;
  - j) upon suspension or cancellation of certification or voluntary surrender, discontinues its use of all advertising matter that contains any reference thereto and returns any certification documents as required by ACO;
  - k) use certification to indicate only those products that are certified as being in conformity with the Organic Products Regulations;
  - l) endeavor to ensure that no certificate or report or any part thereof be used in a misleading manner;
  - m) make reference to its product certification in communication media, such as documents, brochures or advertising, complies with the requirements of ACO;
  - n) not put up for sale any product for which it has requested certification ; and bearing the word organic or its derivatives and the certification body's mark, for as long as it has not been informed of the decision made by ACO stating that its products are certified;
  - o) adhere to the conditions of use of the ACO Official Mark as prescribed in the ACO Official Mark Consent document;
  - p) reveal beforehand to ACO the identity of any other company for which it intends to manufacture products under license, and thus as a result can use the certifier's mark (name and logo) on the label of products that it intends to market under its own brand name even though it does not hold a compliance certificate for these products;
  - q) allow representatives from the CFIA and CARTV/CAEQ access during normal working hours, documentation and sites used to produce certified products, for the purposes of examination and copying within the framework of accredited certifier evaluation;
  - r) acknowledge that unannounced inspections are part of the quality system of the certification process of ACO.
  - s) Acknowledge that as the applicant, they may any point within the certification cycle preceding the certifier's decision, may request that the processing of its application be stopped and agrees that as the applicant will pay for the costs of services provided up to the time of withdrawal of its application.



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\_\_\_\_\_  
Name of ACO Applicant or Representative

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

\_\_\_\_\_  
ACO Representative and Title

Date: \_\_\_\_\_