

<b>OF&amp;G Quality Manual</b>	<b>RD149 Evaluation Scheme Declaration and Licensing Agreement</b>
Linked Documents:	RD90, RD172, TL205, TL213, RD15, RD16.
Docs referred to:	Control Manual

It is a condition of certification that all licensees sign their agreement to the following conditions. To be signed at application and annually thereafter.

<b>On Behalf of (Company name):</b>	
<b>I agree to the statements given below</b>	
<b>Signed:</b>	
<b>Print Name:</b>	
<b>Date:</b>	

**I declare that:**

**1. General**

1.1	The information given in the Application/Annual 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 agree to notify OF&G of any changes of ownership or management or changes to the products, composition and labelling of products, which take place after these have been approved as part of the OF&G Evaluation Scheme.
1.3	I understand that organic regulations do not override other statutory regulations but are in addition to them. I confirm that my enterprise is registered with the appropriate statutory authority (or authorities) and that I comply with all relevant regulations and codes of good practice.
1.4	I undertake to make available to OF&G, upon request, inspection reports, recommendations, discharge licenses etc. from Statutory Authorities.
1.5	I agree to inform OF&G immediately I become aware of any current, recent (within the last 12 months) or pending investigations or prosecutions which may have a bearing on my organic certification.

**2. Data Protection and Use of Information**

2.1	I agree, on behalf of my organisation, to permit OF&G to hold and supply to government departments and other relevant statutory bodies, information obtained for the purposes of product approval. 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. OF&G holds a record of applicants and licensees who consent to their name, address, telephone number and enterprises being published in a list which can be supplied to third parties, (eg other licensees, research or commercial organisations, educational establishments), that we consider would be of benefit to our members. It may also be published on our website.
2.2	OF&G is required to maintain an updated list containing the names and addresses of all registered operators under our control. We are further required to make this list available to any interested parties. Your signature on this declaration constitutes consent to this use of data.
2.3	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 <b><u>DO</u></b> <b><u>NOT</u></b> want to be included on this list. <input type="checkbox"/>

### 3. Access

3.1	I agree to provide access during normal working hours, for either arranged or unannounced visits, to Inspectors appointed and/or contracted by OF&G or Defra 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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### 4. Sampling

4.1	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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### 5. Use of Licence and OF&G Logo

5.1	I will make claims regarding approval only in respect of the enterprises and products for which such approval has been granted.
5.2	I will not use the product approval in such a manner as to bring OF&G into disrepute.
5.3	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 approval, which OF&G may consider misleading or unauthorised.
5.4	I will ensure that references to approval on packaging and marketing materials comply with the requirements of the OF&G Evaluation Scheme by submitting them to OF&G for approval before use.

### 6. Cancellation or Suspension of Certification

6.1	Upon cancellation or suspension of OF&G approval, I will discontinue the use of all advertising matter that contains any reference thereto and return my Evaluation Scheme documents as required by OF&G. I will not produce or market products as approved for use in organic systems thereafter using the OF&G logo or any reference to OF&G 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 product's suitability for use in organic systems are no longer used.
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### 7. Payment of Fees

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