

# Certifier Subscription Service Agreement

Period: July 1, 2020 – June 30, 2021

## Eligible Organizations

- USDA accredited certifiers
- CFIA (Canadian Food Inspection Agency) accredited certification bodies (Tier 1)
- Certification organizations for other organic standards (Tier 1)

## Lists

The printed lists for OMRI review under the USDA National Organic Program regulations and the Canada Organic Regime standards are called the *OMRI Generic Materials List*<sup>®</sup>, the *OMRI Products List*<sup>®</sup> and the *OMRI Canada Products List*<sup>®</sup>. OMRI provides each subscriber with free printed lists according to the tier at which they subscribe. Free *OMRI Canada Products Lists* are provided at the Tier 1 level for all subscribers.

Subscriber pays all shipping and handling costs. The subscriber will use list order forms to order electronic or printed copies, including free subscription copies. The shipping fee will be based on the actual cost of shipping via UPS or a comparable delivery service.

The subscriber may distribute OMRI publications to its employees, agents and certified entities, for the duration of the OMRI subscription. OMRI does not assume any responsibility to serve the parties certified by the subscriber. Distribution of the electronic versions (PDFs) of the *OMRI Generic Materials List* is limited to the number paid for in advance.

## Other Included Services

- Technical consultations on materials issues related to USDA or CFIA organic certification
- Non-confidential product review summaries upon request
- Quarterly mailings of the *OMRI Products List Supplement*<sup>®</sup>, the *OMRI Materials Review*<sup>®</sup> (newsletter) and the *OMRI Prohibited List*<sup>®</sup>
- NOSB meeting reports and materials decisions
- Updates reflecting regulatory changes
- Special reports on international standards, rulemaking or other topics as created
- Special projects and trainings upon request

## Prices

<i>OMRI Generic Materials List</i> .....	\$4.00 (after receipt of free copies), regularly priced at \$35.00 each
<i>OMRI Products List</i> .....	\$4.00 (after receipt of free copies), regularly priced at \$25.00 each
<i>OMRI Canada Products List</i> .....	\$2.00, regularly priced at \$10.00 each
Electronic <i>OMRI Generic Materials List</i> .....	\$1.50 per license
Electronic <i>OMRI Products Lists</i> .....	Free!
Inspector or staff training, or special projects .....	Email to request an estimate

## Optional Certifier Contract

USDA or CFIA accredited certifier subscribers have the option of signing an OMRI Certifier Contract. The Contract serves to formally establish OMRI as an external input review service provider for the contracting certifier. The Contract carries an additional administrative fee of \$99.00 per subscription period. The Contract may be signed at any time during the subscription period. However, the administrative fee is always paid in full and is non-refundable. OMRI will allow amendments to the Contract only for subscribing government agencies in accordance with applicable state rules and other requirements. OMRI reserves the right to refuse any subscriber's proposed contract amendments. Subscribers wishing to make amendments to the Contract should request a Microsoft Word version of the file by email to info@omri.org, and highlight proposed amendments, which are subject to OMRI approval.

## Subscription Fees and Other Details

Subscription fees are paid in advance. When calculating certified parties, certifiers should count certified parties as of the date the form is submitted. Certifiers that are not USDA accredited are Tier 1.

The OMRI Review Program evaluates commercial products for use in certified organic operations. OMRI does not accept applications for devices. The subscriber, its members and its clients must not construe OMRI Listed<sup>®</sup> status as a product endorsement, organic certification, legal registration or proof of efficacy.

The subscriber understands that product decisions for compliance are based on documentation received *in good faith* from the product supplier and verified by OMRI staff. The subscriber agrees to hold OMRI harmless in the event that losses result due to false or incomplete statements made by the product supplier. OMRI will promptly inform the subscriber of any changes in the status of an OMRI Listed product. OMRI will make available the information that led to any change—provided it is not confidential—upon request.



# Certifier Contract

## Materials Review Contract and Recognition Agreement

This establishes an agreement between \_\_\_\_\_, a USDA and/or CFIA Accredited Certification Body ("CB"), and Organic Materials Review Institute ("OMRI") for the services described below.

**Section 1. Duration:** This agreement is valid until canceled in writing by either party with 30 days' prior notice, but no later than June 30, 2021.

**Section 2. Qualifications:** CB recognizes the standing, qualifications and quality of the OMRI review process, and has therefore chosen to recognize OMRI decisions as an integral part of its compliance process. To meet the needs of the CB under its accreditation, OMRI will:

- 2.1 upon request, provide the CB with a copy of the report from OMRI's Internal Audit, which it will perform annually in relation to OMRI's ISO-17065 accreditation.
- 2.2 provide documentation of the qualifications of its personnel upon request from the CB.

**Section 3. Services:**

- 3.1 OMRI shall publish the *OMRI Products List*® and *OMRI Canada Products List*®, which contain products for organic production or processing and handling, reviewed for compliance with National Organic Program (NOP) standards and/or Canadian Organic Standards, and the most current *OMRI Standards Manual(s)*® and *OMRI Policy Manual*®.
- 3.2 CB will accept these lists and use them as a tool when verifying organic compliance within the organic certification program.

**Section 4. Limitations:** The *OMRI Products List* and/or *OMRI Canada Products List* will not function as the sole source of materials review, and OMRI Listed® status will not automatically convey an operator's allowance to use any given product. Additionally, the CB reserves the right to perform additional materials reviews and limit the use of OMRI Listed materials when such limitations are required by the NOP or CFIA, or as deemed necessary for compliance or other reasons.

**Section 5. Indemnity:** CB shall defend, indemnify and hold OMRI, its officers, employees and agents harmless from and indemnify OMRI against any and all liability, losses, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the certifier, its officers, agents or employees.

- 5.1 OMRI shall defend, indemnify and hold CB, its officers, employees and agents harmless from and against any and all liability, losses, expenses, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of OMRI, its officers, agents or employees.

**Section 6. Insurance:** OMRI shall maintain a current errors and omissions insurance policy at all times of no less than \$1,000,000.

**Section 7. Dispute Resolution:** The parties agree to seek to resolve any disputes that arise in enforcing this agreement through binding arbitration. Such arbitration or any legal action must be filed in Lane County, Oregon. In addition, the parties agree that the substantive and procedural law of the State of Oregon shall apply to any legal dispute whether in arbitration or in a court. If a dispute arises between the parties that results in arbitration or the filing of a legal action, the prevailing party shall be entitled to recover its attorney fees and all costs, including all costs related to witness deposition costs and similar costs.

**Section 8. Confidentiality:** Whereas the review of products often requires access to confidential information, OMRI will maintain any confidentiality agreements with the suppliers of information for the review of such products, making such information available to specifically identified personnel of the CB or to the National Organic Program or other applicable regulatory body only when required under a judicial proceeding, disagreement with CB or a materials review organization about product compliance, request from the applicable regulatory body, third-party audit (such as one required for the accreditation of CB) or other legal proceedings. This clause is subject to the confidentiality information provisions in OMRI's contracts with the parties who provide the confidential information according to the *OMRI Policy Manual*®.

- 8.1 Any information provided to OMRI by CB and identified as confidential will only be used by OMRI to inform discussions between itself and CB. OMRI will hold as confidential under its internal confidentiality system any information identified as confidential by CB, and will not disclose said information beyond its internal system. Such information may be used by OMRI to initiate an investigation of any OMRI Listed® product associated with the information, but the information itself cannot be used to make any status-change decisions under the OMRI Review Program.
- 8.2 CB agrees to protect as confidential any information received by OMRI and identified as confidential. CB will not disclose said information to the public or to anyone not employed by CB or not covered by organizational confidentiality policies.

**Section 9. Conflict of Interest:** OMRI maintains and adheres to strict procedures to identify and address any conflict of interest that may arise through the course of product review as described in the current *OMRI Policy Manual*. If OMRI identifies a previously undisclosed conflict of interest that could affect the status of any OMRI Listed products, OMRI will inform CB of affected products.

**Section 10. Extent of Agreement:** This agreement constitutes the entire agreement between the parties regarding the subject matter herein. The parties agree that any prior written or oral discussions regarding this contract are of no force or effect if not stated in this agreement. Any modification of this agreement shall be made in writing and must be signed by the authorized representatives of both parties.

- 10.1 This agreement and any License Agreement that may be entered into by the parties may be subject to additional contract addenda. Such addenda must be signed and agreed to by appropriate personnel representing both OMRI and CB in order to become effective.

**Section 11. Fees:** The non-refundable fee is \$99.00. Upon receipt of payment, this agreement is considered in effect.

**Section 12. Subscription requirement:** CB must remain an OMRI Certifier Subscriber as described under the terms and conditions.

For purposes of executing this agreement, a document signed and transmitted electronically or by facsimile shall be treated as an original document. The signature of and party thereon shall be treated as an original signature.

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Signed Date

Peggy Miars, Executive Director / CEO, OMRI

\_\_\_\_\_  
Name of CB Representative Name of CB



# Certifier Contract Addendum

## Use Agreement for Direct Data Export

This serves as an Addendum to the agreement between \_\_\_\_\_, a USDA and/or CFIA Accredited Certifying Body ("CB"), and Organic Materials Review Institute ("OMRI") for the services described below. This addendum will serve exclusively as a supplement to a current OMRI Certifier Contract, and will only become valid when signed by a currently contracted CB and ratified by an appropriate OMRI representative.

**Section 1. Duration:** This agreement is valid until canceled in writing by either party with 30 days' prior notice, but no later than June 30, 2021.

**Section 2. Qualifications:** CB accepts full responsibility for the use of OMRI's proprietary data, and will ensure that said data is never misused or misrepresented in any way. To protect OMRI's proprietary data from misuse, CB will:

- 2.1 use OMRI data exports exclusively for material review and certification work conducted by personnel within the signing organization.
- 2.2 keep all OMRI data exports confidential.
- 2.3 accept full responsibility for the use and application of the data export with regard to clients and certified operations.

**Section 3. Services:**

- 3.1 OMRI will provide CB with a quarterly database export of OMRI proprietary data as a spreadsheet or in another usable format as it becomes available.
- 3.2 The *OMRI Products List*<sup>®</sup> and *OMRI Canada Product List*<sup>®</sup> contain products for organic production or processing and handling, reviewed for compliance with National Organic Program standards or Canada Organic Regime standards, the most current *OMRI Standards Manuals*<sup>®</sup> and the *OMRI Policy Manual*<sup>®</sup>. If the export includes the *OMRI Products List(s)*, CB will accept these lists and use them as tools when verifying organic compliance within the CB's organic certification program.

**Section 4. Limitations:** The *OMRI Products Lists* and other data exports will not function as the sole source of materials review. Inclusion on an *OMRI Products List* will not automatically convey an operator's allowance to use any given product. Additionally, CB reserves the right to perform its own additional materials reviews and limit the use of OMRI Listed materials when such limitations are required by the applicable regulatory body or deemed necessary by CB for compliance or other reasons.

**Section 5. Indemnity:** CB shall defend, indemnify and hold OMRI, its officers, employees and agents harmless from and indemnify OMRI against any and all liability, losses, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of CB, its officers, agents or employees.

- 5.1 OMRI shall defend, indemnify and hold CB, its officers, employees and agents harmless from and against any and all liability, losses, expenses, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of OMRI, its officers, agents or employees.

**Section 6. Terms:** The terms and conditions of the OMRI Certifier Contract are incorporated in this Addendum by this reference. This Addendum is subject to those terms and conditions as if fully set forth herein.

**Section 7. Fees:** Any additional technical support or changes to the export may be billed at \$150.00 per hour.

**Section 8. Subscription requirement:** CB must remain an OMRI Certifier Subscriber as described under the terms and conditions in Service Agreement.

For purposes of executing this agreement, a document signed and transmitted electronically or by facsimile shall be treated as an original document. The signature of and party thereon shall be treated as an original signature.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of CB Representative

\_\_\_\_\_  
Name of CB

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Peggy Miars, Executive Director / CEO, OMRI

**Please send the OMRI spreadsheet export to the following recipients:**

Name \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_ Email \_\_\_\_\_