



# Quality Certification Services (QCS)

P.O. Box 12311, Gainesville, FL 32604  
P) 352-377-0133 ▪ F) 352-377-8363 ▪ [www.qcsinfo.org](http://www.qcsinfo.org)

<b>QCS AJP Certification and Mark Licensing Contract</b>	AJP Policy Manual 2.1
<p>Effective on the date which Florida Certified Organic Growers and Consumers, Inc., doing business as Quality Certification Services (QCS), reviews the Agricultural Justice Project (AJP) application from _____ (Client), QCS and Client enter into this contract and agree to be bound by its provisions regarding the certification services provided by QCS and the authorized uses of the QCS certification mark and its variants. By signing this contract, Client and QCS agree to be bound by the following provisions:</p>	
<p><b>1. Period of Performance:</b> This contract becomes effective on the date on which QCS issues an AJP certificate to Client. The contract remains in effect until it is renewed through the execution of a new contract or is terminated or cancelled pursuant to the provisions of sections 6, 12, 13 and/or 14 of this contract.</p>	
<p><b>2. AJP Standards Incorporated by Reference:</b> The use of the term “Food Justice Certified”, any claim of or reference to AJP certification and use of Food Justice Certified logos is governed by the provisions of the AJP Standards (Standards). This agreement incorporates the current Standards, all future changes to the Standards published, AJP issued guidance and the AJP Policy Manual. Both QCS and Client have an independent responsibility to obtain a current copy of the Standards, have a copy in their possession, and understand its provisions. QCS and Client agree to abide by the Standards’ provisions and all amendments and interpretations issued by the Agricultural Justice Project as they apply to the respective rights and duties of QCS and Client.</p>	
<p><b>3. Scope of AJP Certification by QCS:</b> The receipt of AJP Certification through QCS warrants only that client is in compliance with the requirements as set forth by the AJP Standards. AJP Certification through QCS does not warrant compliance with any other federal, state, local, or international law relating to the production, handling, processing, or marketing of agricultural products or the safety of Client’s practices and products. Client affirms it is not in violation of human and labor rights. It is Client’s responsibility to identify and comply with all federal, state, and local laws, and obtain all required permits, applicable to Client’s operation. Client agrees to indemnify QCS and hold QCS harmless against any claims that may arise related to Client’s failure to comply with applicable federal, state, local, and international laws, permits, and food safety and handling regulations.</p>	
<p><b>4. Ownership of the QCS Mark and Variants:</b> QCS has sole ownership of the QCS logo displayed in the letterhead of this contract and all variants of that logo (Marks). QCS also has sole ownership of the name Quality Certification Services, the abbreviation QCS, and the phrases “Certified by Quality Certification Services,” and “Certified by QCS,” (Mark Phrases) as these phrases relate to QCS certification activities. QCS has the exclusive right to license the use of QCS Marks and Mark Phrases to entities who have received certification by QCS and for the purpose of marketing and labeling certified products. Client does not have the right to use any of the QCS Marks or Mark Phrases except as described in section 5 of this contract. Client understands that QCS Marks and Mark Phrases are distinctive in the market and may not be altered or challenged in any way.</p>	
<p><b>5. Use of QCS Marks and Mark Phrases:</b> Client may use QCS Marks and Mark Phrases in the promotion, labeling, and marketing of products listed on Client’s Product Verification Form (Verification) issued by QCS in conjunction with an AJP certificate (Certificate). Client will not use QCS Marks or Mark Phrases in a confusing or misleading manner, or to market, label, or promote products that are not listed on Client’s current Verification. Client will not use QCS Marks or Mark Phrases to mislead or confuse consumers about Client’s identity, the relationship between Client and QCS, or in any manner that brings QCS into disrepute. Client will submit copies or illustrations of all labels, signs, advertisements, and other promotional materials bearing QCS Marks or Mark Phrases to QCS for approval prior to use. QCS will respond in a timely manner and will not unreasonably withhold approval if the use of the QCS Marks and Mark Phrases is consistent with the Standards and this contract.</p>	
<p><b>6. Compliance with AJP Application:</b> This contract is effective after QCS has reviewed the Application submitted by Client for compliance with the Standards. Client warrants that the information submitted in the Application is complete and accurate. Client agrees to not hinder access to current or former workers, buyers or sellers, records or housing. Upon issuance of a Certificate, QCS has determined that Client complies with the Standards or will be compliant after addressing all minor noncompliances issued in conjunction with the Certificate. Client will address all minor noncompliances within the timeline provided by QCS and to QCS’s reasonable satisfaction. Client’s operations will at all times be compliant with the Application approved by QCS and any noncompliance resolutions approved by QCS. Client will inform QCS of any proposed changes to the Application and will not implement those changes until approved by QCS. If Client believes that immediate changes to the Application are necessary for safety, health, or compelling financial reasons, reasonably believes that such changes are compliant with the Standards, and assumes all risk that such changes may not be found compliant with the Standards, Client may effect the necessary changes in the Application and inform QCS of the changes within 30 days. QCS will review the changes for compliance with the Standards. Client understands that, if said modifications to the Application appear to violate the Standards, they will be handled in accordance with the noncompliance procedures in the Standards and AJP Policy Manual, including possible suspension, revocation and/or cancellation of Client’s Certificate and this contract. Client has an affirmative and ongoing duty to ensure that QCS has accurate, timely, and complete information about the Application as well as any complaints or investigations which relate to the integrity of its operations. Providing false, misleading, or inaccurate information to QCS is a violation of this contract and the Standards. Client agrees to cooperate with QCS and AJP in fraud investigations.</p>	



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**7. Fees:** Client has a duty to pay all applicable certification deposits and fees in a timely fashion and in accordance with QCS written policies and procedures and the applicable provisions of the AJP Standards. The QCS fee structure in effect on the effective date of this contract governs the fees and deposits that must be paid to QCS for the services provided in this contract. QCS will provide Client 60 days' written notice of any change in the fee structure. If Client fails to object in writing within 30 days of QCS mailing the notice, this contract and Client's financial obligations to QCS are modified to incorporate the change in fee structure. If client delivers an objection in writing within 30 days after QCS mails the written notice, QCS may terminate this contract one-year from its effective date by mailing Client written notice of the termination.

**8. Client's Warranties and Indemnification:** Client warrants that, to the best of Client's knowledge, the operations and products described in the Application submitted and approved by QCS are compliant with all federal, state, and local regulations, laws, codes, and ordinances in the jurisdiction in which the Application provides goods or services. Client acknowledges that QCS's approval of its Application is solely a determination of Client's compliance with the Standards and is made solely for the purpose of marketing Food Justice Certified products or services. Client agrees to indemnify QCS, its employees, officers, owners, and subcontractors against third party claims arising from Client's operations that do not involve the Standards or the scope of certification as described in section 3 of this contract. If any portion of the Client's Application includes areas open to the public in the normal course of business for the sale of produced, manufactured or processed goods or food, and Client maintains a liability insurance policy, Client will name QCS as an additional insured on said policy.

**9. Confidentiality:** QCS, its agents, and its subcontractors, will maintain the confidentiality of Client's confidential business information and not disclose such information without the approval of Client, except that QCS may disclose information requested pursuant to the apparent authority of a government agency or subpoena. Client understands that QCS reports any client request for variance, complaints and/or other violations to AJP. Client will identify with particularity what information is to be considered confidential business information. General information which appears on the Certificate and Verification, as well as contact information for Client, is not considered confidential business information. QCS and Client will maintain the confidentiality of all communications between Client and QCS and the contents of any inspection report written as a result of an onsite inspection. However, Client may disclose information to its agents, parent company, or subsidiaries and/or as requested pursuant to an apparent valid authority or government agency or subpoena. Client understands that worker organizations have a responsibility to and will report rights violations if found.

**10. Subcontractors:** QCS reserves the right to use subcontractors for the performance of inspections, soil testing, product testing, and other work related to certification. All subcontractors performing inspections, including certifier inspector and worker organization representative, and other work on behalf of QCS are subject to the confidentiality provisions of section 9 of this contract

**11. Certificate, Privileges, and Rights Not Assignable:** The Client's Certificate, the consequent privilege to use the term "Food Justice Certified", all AJP certification claims and approved logos under the Standards, and the rights granted to Client under this contract are not transferable or assignable. Any attempt by Client to assign the Certificate, its privileges, or its rights under this contract is void.

**12. Renewal by Execution of New Contract:** No less than 60 days prior to the annual anniversary date of the effective date of this contract, QCS will mail Client annual update forms and a new Certification and Mark Licensing Contract. If Client wishes to commit to a new contract, Client will complete all of the annual update forms provided by QCS, sign a new contract, and submit to the conditions of continuing certification described in the Standards, including a new compliance determination and onsite inspection. The new contract may contain new or different terms and provisions. If a new contract is signed by both QCS and Client, the present contract is terminated on the effective date of the new contract. If Client does not deliver the annual update forms, a signed new contract, and applicable fees and deposits to QCS prior to the anniversary of the effective date of this contract, QCS may commence noncompliance procedures as described in the AJP Policy Manual. Such procedures may lead to the suspension or revocation of the Certificate and cancellation of this contract.

**13. Termination of Contract:** Client may request to terminate this contract at any time if Client has no outstanding financial obligation to QCS and no unresolved material noncompliances. Client may terminate this contract by mailing or faxing a written notice to QCS stating the following: 1) that Client wishes to surrender its Certificate; 2) that Client recognizes that it may no longer use the term "Food Justice Certified" in the marketing or labeling of products for sale; 3) that Client will immediately cease using the QCS Mark and Mark Phrases. In addition, Client must return the original Certificate and Verification issued to Client by QCS. If QCS reasonably determines that Client has no unresolved material noncompliances or unpaid financial obligations, QCS will accept Client's surrender of its Certificate, terminate this contract, and notify Client in writing of the termination. QCS will make this determination in a timely manner. QCS may terminate this contract based upon Client's written objection to a proposed modification of the fee structure as described in section 7 of this contract.

**14. Cancellation for Noncompliance:** QCS may cancel this contract if Client does not comply with the Standards or the terms of this contract. Prior to cancellation of this contract and revocation or suspension of the Certificate, QCS will follow the due process provisions in the AJP Policy Manual, including the provision of Client with notice and the opportunity to respond, rebut, and/or correct any noncompliances. If QCS suspends or revokes Client's Certificate in accordance with the procedures provided in the AJP Policy Manual, this contract is cancelled on the effective date of the suspension or revocation of the Certificate.



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**15. Severability:** The provisions of this contract are severable; should any provision be invalidated, the remaining provisions remain in effect.

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AJP Policy Manual 2.1

**16. Governing Law and Venue:** This contract is governed by the laws of the State of Florida. Client and QCS will litigate any disputes which arise between them only in the courts of the Eighth Judicial Circuit Court of Florida located in Gainesville, Florida.

**17. Modification of Contract:** Any modification of this contract must be in writing and agreed to in writing by both Client and QCS.

The following parties have read, understand and agree to be bound by this contract:

### CLIENT AGREEMENT AND ACKNOWLEDGEMENT

Acknowledged and Agreed to by \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Client or Client's Agent)

### QCS AGREEMENT AND ACKNOWLEDGEMENT

Acknowledged and Agreed to by \_\_\_\_\_ on behalf of Quality Certification Services.  
(Signature of Authorized QCS Employee)  
Date: \_\_\_\_\_