**Instructions:** This Organic System Plan application is designed to describe how your operation complies or plans to comply with the USDA Organic Regulations and/or other applicable organic standard(s). Complete all sections truthfully and accurately. Submit the completed application along with the Fee Payment Form and applicable fees to QCS by e-mail to [apply@qcsinfo.org](mailto:apply@qcsinfo.org) or by mail to the address listed above. Maintain a copy of the completed application for your own records to ensure that the submitted plan is consistent with practices on your operation. All changes that may affect compliance must be notified to QCS *and approved* prior to implementation, including use of new lands, inputs, or facilities. Lands/facilities are not approved for use until added to Organic Certificate.

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| OAP 1: Application | | | | | | | | | | | |
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| Legal name of Entity: | | | Operation Name (dba): | | | | | QCS Entity No.: | | Date: | |
| Mailing Address: | | | | | Physical Address:  Same as mailing address | | | | | | |
| City: | State: | | | Zip: | City: | | | | State: | | Zip: |
| Country (if not located in United States): | | | | | Country (if not located in United States): | | | | | | |
| Phone: | Fax: | | | | Phone: | | | | Fax: | | |
| Check each associated organic or other system plan application you are submitting for this entity that may be grouped for inspection  None  Grower (Crops)  Livestock  Processor/Handler  Wildharvest  Apiculture  Global GAP  Harmonized GAP  Other: | | | | | | | | | | | |
| **CERTIFICATION CONTACTS (Authorized Representative)**  Persons listed below are authorized to communicate with QCS on behalf of this operation. | | | | | | | | | | | |
| **Name** | **Role in Operation** (Owner, Manager, Billing, etc.) | | | | **Phone** | | | | **E-mail** | | |
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| **CONSULTANTS**  **Not Applicable (not using a consultant)**  (Please note that it is your responsibility to update QCS of any modifications to the consultant information). | | | | | | | | | | | |
| Name: | | Phone: | | | | | E-mail: | | | | |
| How would you like QCS to communicate with the consultant? | | | | | | | | | | | |
| No direct communication with the consultant | | | | | Copy the consultant on all communication | | | | | | |
| Communicate only with the consultant. Consultant is primary certification contact | | | | | | | | | | | |
| Send copies of all documents (certificates, applications, etc.) to the consultant | | | | | | | | | | | |
| Other (specify) | | | | | | | | | | | |
| **DRIVING DIRECTIONS**  Please provide directions to the operation for the inspector: | | | | | | | | | | | |
| **A. OPERATION’S LEGAL DESCRIPTION**  **Attachment**  Please check the legal description that best fits your operation. Attach applicable documents showing legal description (e.g. incorporation, partnership agreement, registration, fictitious name filing) | | | | | | | | | | | |
| A Sole Proprietorship operating under an individual name or a fictitious name (dba)  A Corporation (For Profit, Not for Profit, or LLC) | | | | | | A Partnership  Other unincorporated Association | | | | | |
| **B. PREVIOUS ORGANIC CERTIFICATION**  **Not Applicable (Have never been certified organic and have never previously applied for certification)**  1. Have you ever applied for organic certification in the past?  Yes  No  If yes, please specify the year(s) of application and the name of the certifier(s) applied to:  2. Is this operation currently certified?  Yes  No  If certified by an accredited certification agency other than QCS, please attach a copy of your current organic certificate.  3. Were you issued a Minor Noncompliance during the previous certification cycle?  Yes  No  If yes, attach documentation of corrective action.  4. Have you ever applied for and been denied organic certification?  Yes  No  If yes, attach a copy of the denial from the certifier.  5. If you have been certified organic in the past, have you ever had your certificate suspended or revoked?  Yes  No If yes, attach a copy of the suspension/revocation from the certifier.  6. If you are currently certified by another certifier, were you issued a Noncompliance, Proposed Suspension or Proposed Revocation during the previous certification cycle?     Yes  No  If yes, attach a copy of the applicable notification(s), documentation of corrective action, and other relevant documents. | | | | | | | | | | | |
| **C. EXEMPT/EXCLUDED**  1. Is the operation exempt or excluded from certification?  Yes  No  2. If exempt or excluded, do you understand that certification is considered a voluntary process?  Yes  No | | | | | | | | | | | |
| **D. EXPORT**  1. Will the product be exported?  Yes  No  2. If yes, please indicate the export countries:  EU  Canada  Japan  Taiwan  Other (please specify)  3. If you are seeking export to any of the above, please contact QCS for required export application materials. | | | | | | | | | | | |
| **E. RECORDS**  Section 205.103 of the NOP Final USDA Organic Regulations requires organic producers to maintain records concerning organic production that fully disclose all activities and transactions in sufficient detail to demonstrate compliance with the regulations. **Records must be maintained for 5 years and must be available to the inspector at the time of inspection.**  1. Which of the following records are maintained for organic production?  Organic certificates for sources of purchased bees and/or hives  Invoices and organic certificates for all purchased bees  Organic certificates for parcels where hives are placed Records documenting the start of organic management  Documentation of hive foundation material  Organic certificates and purchase records for supplemental feed  Records documenting the use of supplemental feed  Pest/parasite/predator control input labels  Pest/parasite/predator control input use records  Health care input labels  Health care records  Labels for all cleaners and sanitizers used on hives Labels for all cleaners/sanitizers used on processing equipment  Equipment cleaning records Labels/MSDS for pest control products used in processing/storage areas  Records of pest control activities in processing/storage areas  Organic certificate for off-site processor Transport records  other (please specify)  2. Briefly describe how records are maintained, or attach templates (i.e. notebook, calendar, computer etc.): | | | | | | | | | | | |

| OAP 2: Apiculture Overview | | |
| --- | --- | --- |
| **A. GENERAL DESCRIPTION**  1. Using the table below, list the type and number of hives requested for organic certification(O) and hives in conventional production (C): | | |
| **Hive Type** | **Number of Hives** | **Organic (O) or Conventional (C)** |
|  |  | Organic  Conventional |
|  |  | Organic  Conventional |
|  |  | Organic  Conventional |
| 2. List the apiculture product(s) requested for certification (check all that apply):  Honey  Beeswax  Pollen  Royal Jelly  Propolis  Bee Venom  Other (please specify): | | |
| **B. ORGANIC HIVE LOCATION** 1. Do you own and/or manage the land where the hives are located? Yes  No  2. If yes, Please complete and submit the Organic Grower Plan application.  **Attachment**  3. If no, attach the organic certificate(s) for the parcel(s) where hives are located  **Attachment**  4. If you do not own/manage the parcel(s), submit written consent from the parcel owner/manager showing that you have permission to raise organic bees on the parcel(s).  **Attachment** | | |
| **C. FORAGE ZONE & SURVEILLANCE ZONE**  All land within a 1.8 mile radius of the bee hive(s) is considered the **forage zone.**  1. Briefly describe all land uses within the forage zone (agricultural, wild crop/natural vegetation, residential, etc.):  2. Is all land within the forage zone (1.8 mile radius of the hive(s)) certified organic? Yes  No  If applicable, attach affidavits from landowners within the forage zone stating that no prohibited materials are used.  **Attachment**  3. Do any land uses within 2.2 miles beyond the forage zone present high risk for use of prohibited substances (golf courses, industrial uses, etc)? Yes  No  If yes, please describe | | |
| **D.APICULTURE MAPS**  1. Attach a map of the entire forage zone and surrounding area (2.2 miles beyond forage zone) that shows the location of hives, organic certified land, location of wild land/native vegetation, water sources, and all other land uses.  **Attachment** | | |
| **E. APICULTURE FLOW CHART**  Please provide either a simple flow chart or brief narrative of your apiculture system, from the first day of organic management to shipment of apiculture products. | | |

| OAP 3: Apiary Production | | | | | |
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| **A. TRANSITION OF APIARY TO ORGANIC MANAGEMENT**  1. Is your apiary  certified organic or transitioning to organic production?  *Complete the remainder of this section only if your apiary is transitioning to organic production and is not yet certified organic.*  2. Do you understand that products from a hive or colony that are to be sold, labeled, or represented as organic must be from hives which have been under continuous organic management no less than one year prior to the removal of products from the hive?  Yes  No  3. On what date did continuous organic management begin?  4. On what date was foundation wax (if used) replaced? If foundation wax is not used, please explain.  5. Was existing brood comb removed at the start of organic management?  Yes  No  6. Has a material prohibited in organic production ever been applied to the hive(s)?  Yes  No  7. If yes, have all apiculture products been removed from the hive prior to the start of the transition period?  Yes  No | | | | | |
| List all inputs that have been used in or on each hive during the transition period, including all supplemental feed, pest control and hive smoking materials: | | | | | |
| **Hive ID (Name/Number)** | | **Inputs used in or on the hive (Product name and manufacturer)** | | | |
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| **B. ORIGIN OF BEES**  **Replacement**  1. Source of replacement bees and/or hives (Check all that apply):  Purchased  Raised on farm  2. If bees and/or hives are purchased, please fill out the following table and attach organic certificate for source of purchased bees and/or hives.  **Attachment** | | | | | |
| **Type of Bees or Hive(s) Purchased** | **Source** | | **Date of Purchase** | **Certified organic?** | **% of colonies (based on colonies present in previous honey flow)** |
|  |  | |  | Yes  No |  |
|  |  | |  | Yes  No |  |
|  |  | |  | Yes  No |  |
| 3. If any replacement bees are not certified organic, are they managed organically for 60 days, during which harvest equipment is removed from the hive?  Yes  No  **Expansion**  4. Has your operation expanded the apiary since your previous organic certification (if already certified), and/or do you plan to expand in the coming year?  Yes  No  5. If yes, what methods will be used for expansion? (Check all that apply)   |  |  | | --- | --- | | Purchase of organic hives and bees | List source(s) and attach organic certificate(s): | | Splitting of existing colony to form nucleus colony | Describe: | | Purchase of non-organic bees. | Complete OAP 3.A Transition of Apiary to Organic Management for portion of your operation that is transitioning to organic production. | | | | | | |
| **C. ORGANIC INTEGRITY**  1. Describe measures to prevent commingling of organic and non-organic bees and apiculture products:  2. What measures are in place to prevent contact of organic bees with prohibited materials while foraging?  3. Describe monitoring to ensure these measures to prevent commingling are effective, and the frequency of monitoring. | | | | | |

| OAP 4: Apiary Living Conditions | | | | | |
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| **A. HIVES**  1. List the contruction material for each hive**:**    2. List all paints or sealants used on hives**:**  3. What foundation material is used for each hive?  4. If foundation is plastic, has is been dipped in organic beeswax?  Yes  No  5. Describe frequency and method of cleaning hives.  5. List cleaners and sanitizers and attach labels or SDS for each product.  **Attachment** | | | | | |
| **Product Name** | | **Manufacturer** | | **Description of use** | |
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| OAP 5: Apiary Feed & Water | | | | | |
| **A. FEED RATIONS**  Livestock must receive a total feed ration composed of agricultural products that are organically produced and, if applicable, organically handled (except feed additives and supplements, see Section D below). The Organic System Plan must demonstrate that sufficient organic forage is available within the forage zone throughout the year.  1. Do your bees have access to organic forage that provides sufficient feed value and nutrition in relation to site-specific topography, climatic conditions and competing species?  Yes  No  2. Describe the quantity of organic crop and/or wild forage to be provided per colony in the table below: | | | | | |
| **Type of forage** | **Acreage** | | **Approximate Bloom Period** | | **Distance from Hive** |
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| 3. Do you provide any supplemental feed, such as sugar, to your hives?  Yes  No  4. If yes, please fill in the table below for any supplemental feeds or other feed additives (vitamins/mineral) provided to the honey bees: | | | | | |
| **Type of purchased feed or feed additive** | **Source** | | **Hive ID** | | **Total Amount fed annually** |
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| 5. If applicable, provide the current certificate from each supplier of supplemental feed and a label/specification sheet for all feed additives/supplements.  **Attachment**  6. Is supplemental feed provided within 15 days prior to collecting apiculture products?  Yes  No | | | | | |
| **B. FEED STORAGE**   **No feed storage**  1. Please describe your feed storage system for supplemental feed.  2. List all inputs used to control pests in your feed storage areas: | | | | | |
| **Product Name** | | **Manufacturer** | | **Reason for use** | |
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| **C. WATER**  1. What are the water sources for apiculture use?  2. Describe any water contamination problems in your area:  3. Have water sources been tested for nitrate or coliform contamination?  Yes  No  If yes, submit copy of test results.  **Attachment** | | | | | |

| OAP 6: Apiary Health | | | | |
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| **A. PREVENTIVE HEALTH CARE**  1. What preventive health care measures do you practice? | | | | |
| Species selection | | Destruction of equipment and bees contaminated with disease or pests | | |
| Quarantine of incoming bees | | Use of foundation wax not contaminated with diseases or pests | | |
| Hive Ventilation | | Maintenance of adequate supplies of honey and pollen in the hive, including leaving hives with reserves of honey and pollen sufficient for the colony to survive the dormancy period. | | |
| Appropriate hive density and location | | other, specify: | | |
| 2. Describe how you monitor the effectiveness of your preventative health care measures, and the frequency of monitoring. | | | | |
| **B. PESTS, PARASITES, DISEASE and PREDATORS**  1. Please check all categories that pose a problem in your apiculture operation?  Bacteria  Mites  Fungus  Viruses  Predators  Other  2. Describe your control methods, including biological, cultural and/or physical methods:  3. Describe how you monitor the effectiveness of these control methods, and the frequency of monitoring. | | | | |
| **C. INFECTED APIARIES**  1. When bees become sick, do you take actions and apply the necessary medications to restore health regardless of the consequences to the animals’ organic status?  Yes  No  2. When allowed medications are administered to bees, are they being used in a manner that complies with the Federal Food, Drug and Cosmetic Act?  Yes  No  3. Are allowed medications used only to treat a documented healthcare problem?  Yes  No  4. Have you treated any hives with prohibited materials  Yes  No  If yes, list product(s) used and hives treated:  What is done to ensure apiculture products from the hive are not sold as organic?  5. Do you understand that hives treated with prohibited materials cannot be retransitioned back to organic management?  Yes  No | | | | |
| **D. HEALTHCARE INPUTS**  1. List all pest, disease and predator control inputs (products) used or planned for use, including medications.  None used or planned for use. | | | | |
| **Product Name** | **Manufacturer** | | **Reason for use** | **Result** |
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| 4. Attach labels and/or MSDS for all products listed above.  **Attachment** | | | | |

| **OAP 7: Labeling** | |
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| Labels and other marketing material used to represent products as organic must meet the requirements set forth in the USDA Organic Regulations §§205.300-205.311. The National Organic Program offers guidance to help organic producers understand labeling categories and requirements:   * Labeling Organic Products Fact Sheet: <https://www.ams.usda.gov/sites/default/files/media/Labeling%20Organic%20Products%20Fact%20Sheet.pdf> * Labeling Packaged Products Under the National Organic Standards: <https://www.ams.usda.gov/sites/default/files/media/NOP%20Labeling%20Packaged%20Products.pdf> * Policy Memo: Placement of “Certified Organic by \*\*\*” Statement: <https://www.ams.usda.gov/sites/default/files/media/NOP-PM-12-2-OrganicByStatement.pdf> * Guidance: Products in the “Made with Organic \*\*\*” Labeling Category: <https://www.ams.usda.gov/sites/default/files/media/5032.pdf> * Policy Memo: Labeling of Alcoholic Beverages with Organic References: <https://www.ams.usda.gov/sites/default/files/media/5032.pdf> * Policy Memo: Labeling of Textiles that Contain Organic Ingredients: <https://www.ams.usda.gov/sites/default/files/media/OrganicTextilePolicyMemo.pdf> | |
| **GUIDANCE ON LABELING CATEGORIES PER §205.301** | |
| **100% ORGANIC**  This labeling category may be used on raw agricultural products that have not had contact with non-organic substances (e.g. sanitizers or waxes) post-harvest. | **ORGANIC** This labeling category may be used on all raw agricultural products, including those that have had contact with post-harvest substances (e.g. sanitizers and waxes) whose ingredients appear on the National List §205.605 and are used in accordance with specified restrictions. |
| **RETAIL LABELS.** QCS must review and approved all labels used on retail packaging prior to printing.  N/A – No retail labels used Prior to submission, please make sure your labels meet the following criteria: 100% ORGANIC §205.303  The information panel displays the statement “Certified Organic by (Quality Certification Services/QCS)” below the information identifying the handler or distributor of the product, with no printed material or information in between.  All organic ingredients are identified in the ingredient statement with the term “organic” or with an asterisk or other mark.  The USDA Seal, if used, replicates the form and design as described in §205.311 and is printed legibly and conspicuously.  The QCS logo, if used, is not displayed more prominently than the USDA seal. ORGANIC §205.303  The information panel displays the statement “Certified Organic by (Quality Certification Services/QCS)” below the information identifying the handler or distributor of the product, with no printed material or information in between.  All organic ingredients are identified in the ingredient statement with the term “organic” or with an asterisk or other mark.  The USDA Seal, if used, replicates the form and design as described in §205.311 and is printed legibly and conspicuously.  The QCS logo, if used, is not displayed more prominently than the USDA seal. | |
| **LABELING OF NON-RETAIL CONTAINERS USED FOR SHIPPING AND/OR STORAGE** N/A – No labeling of non-retail containers  Non-retail containers used for transport or storage of organic product display the production lot number of the product | |
| **ADDITIONAL MARKETING MATERIALS** N/A What additional marketing material is used by your operation to represent products as organic?  Website:        Other: | |

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| --- | --- | --- | --- | --- | --- |
| OAP 8: Processing of Organic Apiculture Products | | | | | |
| **A. PROCESSING OF APICULTURE PRODUCTS**  1.Do you process apiculture products on-farm?  Yes  No  If yes, please complete OAP 8, Processing of Organic apiculture Products.  2. If no, what is the name of the business you contract with?  3. Is the facility certified organic?  Yes No  4. If yes, submit an organic certificate.  **Attachment**  5. If no, is the facility subcontracted to you?  Yes  No If yes, submit the contractual agreement.  **Attachment**  6. Do you add any ingredients to the processed product that are not produced on your apiculture operation? Yes  No  7. *If yes, you must complete the QCS Organic Handler/Processor Plan.*   **Organic Handler/Processor Plan Attached**  8. Are you required, by state or federal law, to register your processing operation?  Yes No  9. *If yes, you must complete the QCS Organic Handler/Processor Plan.*   **Organic Handler/Processor Plan Attached** | | | | | |
| **B. PRODUCT FLOW**  1. Provide a written description or schematic product flow chart describing harvesting of organic material from the hives, through processing and production, and shipment. Identify all equipment, filters, and storage areas.  **Attachment**  2. What substance(s) are used for repelling the bees during harvesting?  3. If smoke is used as repellant, what materials are used to create the smoke?  4. Do you use a filter or other processing aid during honey processing?  Yes  No If yes, attach MSDS  **Attachment** | | | | | |
| **C. PEST CONTROL**  1. Describe pest management practices in the processing and storage areas.        No pest problems  2. Do you use any products to control pests in the processing and/or storage areas?  Yes  No If yes, list and attach MSDS.  **Attachment**  3. Is processing facility well sealed from bees and or insects?  Yes  No  4. List all measures taken to prevent contact of organically produced products, ingredients, packaging materials, storage containers, etc. with materials used to control pests.  5. Are all pest control measures documented?  Yes  No  6. Describe how you monitor your pest control measures for effectiveness, and the frequency of monitoring. | | | | | |
| **D. Assurance of Organic Integrity**  1. Are you processing organic and non-organic apicultural products?  Yes  No  2. If yes, please describe how commingling is prevented. | | | | | |
| **E. Equipment**   1. List all equipment used in processing. | | | | | |
| **Equipment Name** | | **Dedicated organic?** | | **Purged/cleaned prior to organic production?** | **Describe cleaning/purging procedures** |
|  | | Yes  No | | Yes  No |  |
|  | | Yes  No | | Yes  No |  |
|  | | Yes  No | | Yes  No |  |
| **OAP 8: Processing of Organic Apiculture Products** | | | | | |
| **F. SANITATION**  1. Check all methods used for facility sanitation below:  sweeping  scraping  vacuuming  compressed air  manual washing  clean in place (CIP)  steam cleaning  sanitizing  other (specify)  2. Describe use of cleaners, sanitizers and defoamers in the table below and attach the Safety Data Sheet (SDS) for each product.  Attachment   |  |  |  |  | | --- | --- | --- | --- | | **Product Name** | **Function** | **Location(s) of Use** | **Is there an intervening event after use (e.g. rinse, purge)?** | |  |  |  | Yes  No | |  |  |  | Yes  No | |  |  |  | Yes  No | | | | | | |
| **G. STORAGE CONTAINERS & PACKAGING**  1. Check types of storage containers and packaging material used:  paper  cardboard  wood  glass  metal  foil  plastic  waxed paper  aseptic  natural fiber  synthetic fiber  other (specify)  2. Do the packaging materials and/or storage containers contain synthetic fungicides, preservatives, or fumigants?  Yes  No  2a. If yes, describe exposure, including name of products used, and measures taken to ensure that a prohibited substance does not come into contact with packaging materials.  3. Are storage containers and/or packaging materials reused?  Yes  No  3a. If yes, describe how they are cleaned prior to use.  4. Are any packaging materials dedicated organic?  Yes  No  5. Are any fungicides, fumigants, or pest control products used in this storage area?  Yes  No  5a. If yes, how do you protect packaging products from contact with prohibited substances? | | | | | |
| **H. STORAGE**  1. Provide information on your storage area by completing the following table. | | | | | |
| **Use** | **Identification Name/number** | | **Is storage unit dedicated organic?** | | **Describe measures to prevent contamination or commingling** |
| Apiculture product storage |  | | Yes  No | |  |
| Packaging material storage |  | | Yes  No | |  |
| Finished product storage |  | | Yes  No | |  |
| Other (specify) |  | | Yes  No | |  |
| **J. TRANSPORTATION**  1. Who is responsible for arranging transportation of organic products?  self  buyer  other (specify)  2. Describe how organic products are transported.  3. What steps are taken to protect the integrity of organic products during transport?  dedicated organic only  inspecting transport units prior to loading  cleaning transport units prior to loading  use of Clean Truck Affidavits  letter/contract with transport company stating organic requirements  other (specify) | | | | | |
| OAP 9: Attachments | | | | | |
| **Attach the following documents to the Organic Apiculture Plan Application, as applicable.**   |  |  | | --- | --- | | Attached  N/A | Operation Legal Description (Articles of Incorporation or Partnership/Unincorporated Association Agreement) (OAP 1) | | Attached  N/A | Current organic certificate (if certified by a different certifier) (OAP 1) | | Attached  N/A | Copy of Noncompliances and corrective action, Denial, Suspension or Revocation if issued by a different certifier (OAP 1) | | Attached  N/A | Record-keeping templates (OAP 1) | | Attached  N/A | Organic certificate and agreement for all parcels where hives are placed where crop production is managed and certified organic under a different operation (OAP 2) | | Attached  N/A | Organic Grower Plan for parcels under your management (OAP 2) | | Attached | Map of entire forage zone and surrounding area (2.2 miles beyond forage zone) that shows the location of hives, organic certified land, location of wild land/native vegetation, water sources, and all other land uses. (OAP 2) | | Attached  N/A | Organic certificate for source(s) of purchased organic bees or organic hives (OAP 3) | | Attached  N/A | MSDS or label for each cleaner or sanitizer used on hives (OAP 4) | | Attached  N/A | Current organic certificate for each source of supplemental organic feed (OAP 5) | | Attached  N/A | Label or product specification sheet for each feed additive/supplement (OAP 5) | | Attached  N/A | Water test results for nitrate or coliform contamination (OAP 5) | | Attached  N/A | Labels for finished organic livestock products (OAP 7) | | Attached  N/A | Organic certificate for off-farm processor of organic livestock products for which you maintain ownership of the finished product, i.e. contract processing (OAP 8) | | Attached  N/A | Product flow chart for on-site processing of apiculture products (OAP 8) | | Attached  N/A | Label/MSDS for filters or processing aids (OAP 8) | | Attached  N/A | Label/MSDS for pest control substances used in storage areas (OAP 8) | | Attached  N/A | Label/MSDS for cleaners/sanitizers used on equipment in contact with organic products (OAP 8) | | Attached  N/A | OHP for operation handling organic apiculture products if this operation does not qualify for on-site handling certification (OAP 8) | | | | | | |

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| OAP 10: QCS Organic Certification and Mark Licensing ContractUSDA Organic Regulations §205.202 & §205.203 (B&C) & ISO/IEC 17065 4.1.2 |
| Effective on the date which Florida Certified Organic Growers and Consumers, Inc., doing business as Quality Certification Services (QCS) issues a USDA National Organic Program certificate to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ (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: |
| **1. Period of Performance:** This contract becomes effective on the date on which QCS issues a USDA National Organic Program or other applicable organic 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. |
| **2. USDA National Organic Program Final USDA Organic Regulations Incorporated by Reference:** The use of the term “organic” in the marketing or labeling of products in the United States is regulated by the United States Department of Agriculture (USDA) and governed by the provisions of the National Organic Program Final USDA Organic Regulations (USDA Organic Regulations) codified in 7 CFR Part 205 of the Federal Regulations. This agreement incorporates the current USDA Organic Regulations and all future changes to the USDA Organic Regulations published in the Federal Register. Both QCS and Client have an independent responsibility to obtain a current copy of the USDA Organic Regulations, have a copy in their possession, and understand its provisions. QCS and Client agree to abide by the USDA Organic Regulations’ provisions and all amendments and legally binding interpretations issued by the federal courts or the USDA as they apply to the respective rights and duties of QCS and Client. |
| **3. Scope of NOP Certification by QCS:** The receipt of NOP Certification through QCS warrants only that client is in compliance with the USDA Organic Regulations as set forth in 7 CFR Part 205. NOP 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. 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. |
| **4. Ownership of the QCS Mark and Variants:** 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 Organic by Quality Certification Services,” “Certified Organic by QCS,” “Certified by Quality Certification Services,” and “Certified by QCS,” (Mark Phrases) as these phrases relate to organic certification. 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 organic 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 organic market and may not be altered or challenged in any way. |
| **5. Use of QCS Marks and Mark Phrases:** 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 a USDA National Organic Program certificate (Certificate) and/or other organic program certificates. 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 identify, 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 USDA Organic Regulations and/or other organic regulations and this contract. |
| **6. Compliance with Organic System Plan and Manuals:** This contract is effective after QCS has reviewed the Organic System Plan (OSP) submitted by Client for compliance with the USDA Organic Regulations and/or other organic regulations. Client warrants that the information submitted in the OSP is complete and accurate. Upon issuance of a Certificate, QCS has determined that Client complies with the USDA Organic Regulations and/or other organic regulations 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 OSP approved by QCS and any noncompliance resolutions approved by QCS. Client will inform QCS of any proposed changes to the OSP and will not implement those changes until approved by QCS. If Client believes that immediate changes to the OSP are necessary for safety, health, or compelling financial reasons, reasonably believes that such changes are compliant with the USDA Organic Regulations and/or other organic regulations, and assumes all risk that such changes may not be found compliant with the USDA Organic Regulations and/or other organic regulations, Client may effect the necessary changes in the OSP and inform QCS of the changes within 30 days. QCS will review the changes for compliance with the USDA Organic Regulations and/or other organic regulations. Client understands that, if said modifications to the OSP appear to violate the USDA Organic Regulations and/or other organic regulations, they will be handled in accordance with the noncompliance procedures in the USDA Organic Regulations and/or other organic regulations, 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 OSP as well as any complaints or investigations which relate to the organic integrity of its operations. Providing false, misleading, or inaccurate information to QCS is a violation of this contract and the USDA Organic Regulations and/or other organic regulations, and may lead to the imposition of civil fines as described in the USDA Organic Regulations and/or other organic regulations. Client will review all Manuals and information available at ww.qcsinfo.org and agree to comply with all requirements. |
| **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 USDA Organic Regulations and/or other organic regulations. 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. The fee schedule may change during the course of this Agreement and any changes will be communicated on the website. |
| **8. Client’s Warranties and Indemnification:** Client warrants that, to the best of Client’s knowledge, the operations and products described in the OSP submitted and approved by QCS are compliant with all federal, state, and local regulations, laws, codes, and ordinances in the jurisdiction in which the OSP provides goods or services. Client acknowledges that QCS’s approval of its OSP is solely a determination of Client’s compliance with the USDA Organic Regulations and/or other organic regulations and is made solely for the purpose of marketing organic 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 USDA Organic Regulations and/or other organic regulations or the scope of certification as described in section 3 of this contract. If any portion of the Client’s OSP 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 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. |
| **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 and other work on behalf of QCS are subject to the confidentiality provisions of section 9 of this contract. |
| **11. Accessibility:** Client will make all necessary arrangements for the conduct of the evaluations and surveillance (if required), including, provision for examining documentation and access to all areas, equipment, records (including internal audit reports) and personnel for the purpose of evaluation (e.g. testing, inspection, assessment, surveillance, reassessment) and the investigation and resolution of complaints. Client will also make all necessary arrangements for the participation of observers (e.g. certification body staff, accreditation body staff, regulatory officials, trainees). |
| **12. Certificate, Privileges, and Rights Not Assignable:** The Client’s Certificate, the consequent privilege to use the term “organic” under the USDA Organic Regulations and/or other organic regulations, 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. |
| **13. Renewal of Certification:** Client will complete and submit to QCS all annual renewal forms by the Anniversary Date on the certificate and submit to the conditions of continuing certification described in the USDA Organic Regulations and/or other organic regulations, including an annual onsite inspection and new compliance determination.  If a USDA NOP certified operation does not deliver the annual renewal forms and applicable fees and deposits to QCS prior to the Anniversary Date on the certificate, QCS will commence noncompliance procedures, which may lead to the suspension of the Organic Certificate and termination of the contract. For operations certified under other organic schemes who do not deliver annual renewal forms and applicable fees and deposits to QCS prior to the Anniversary Date on the certificate, the contract may be cancelled. Should the client wish to renew the organic certification request and continue to be certified by QCS, client shall submit such request in writing before the anniversary date on the certificate. Should the client submit their cancellation of this contract and surrender of certificate after the anniversary date, QCS may charge applicable fees as outlined in the QCS fee structure. |
| **14. Termination of Contract:** Client may request to terminate this contract at any time. 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 “organic” in the marketing or labeling of products for sale (except that an exempt or excluded operation, as described in the USDA Organic Regulations, need not provide this statement in the notice); 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. QCS accepts all request to surrender certification. If QCS reasonably determines that Client has no unresolved material noncompliances or unpaid financial obligations, QCS terminate this contract, and notify Client in writing of the termination. QCS will make this determination in a timely manner. |
| **15. Cancellation for Noncompliance:** QCS may cancel this contract if Client does not comply with the USDA Organic Regulations and/or other organic regulations 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 USDA Organic Regulations and/or other organic regulations, 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 USDA Organic Regulations and/or other organic regulations, this contract is cancelled on the effective date of the suspension or revocation of the Certificate. |
| **16. Severability:** The provisions of this contract are severable; should any provision be invalidated, the remaining provisions remain in effect. |
| **17. 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. |
| **18. Modification of Contract:** Any modification of this contract must be in writing and agreed to in writing by both Client and QCS. |
| **19. Scope of Provisions**. All provisions of this contract apply equally to clients who have requested one or more applications to QCS certification programs: certification programs: USDA NOP, QCS: EU 834/07 & 889/08 & Swiss Standards, Canadian Organic Regime (COR) and any international NOP export programs; including but not limited to: USDA NOP/Canadian Equivalency Agreement, USDA NOP/Japan Equivalency Arrangement, USDA NOP/European Equivalency Agreement, USDA /NOP Korea Equivalency Arrangement and USDA/NOP Switzerland Equivalency Arrangement and Taiwan Export Arrangement. This agreement incorporates by reference all applicable regulations and legally binding interpretations of those regulations. The receipt of any international certification through QCS warrants only that client is in compliance with the applicable equivalency or export agreement. Client agrees to indemnify QCS and hold QCS harmless against any claims that may arise related to Client’s failure to comply with international laws related to food production and handling. |
| Acknowledge and Agreed to by       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Date |