

Operation Name: _____ Date: _____

► This contract is for an Operation seeking to become Regenerative Organic Certified™ (ROC™) with the Regenerative Organic Alliance (ROA). The Operation Name (“Operation”) above must be a legal entity. The Operation Name must be the same name as it appears on the approved baseline organic certificate.

► The certification process includes an application to the Regenerative Organic Alliance and an audit, review, certification decision and compliance oversight to be performed by one of the ROA Approved Certifying Bodies (CBs). **Application information from this document, your Regenerative Organic System Plan (ROSP), and any other documentation submitted to the ROA will be made available to the ROA and the CB assigned to execute ROC certification services.**

► This Operation Information & Certification Contract (“Agreement”) must be signed by a legally authorized representative of the Operation. By signing this Agreement, the Organization acknowledges that it has received, has read, fully understands, and agrees to be bound by the terms of this Agreement, the ROC program and further agrees to comply with the ROC standards, procedures, and policies set forth in the ROC Governing Documents (as defined below and available at RegenOrganic.org/Resources).

Any operation intending to sell, label, or represent agricultural products as Regenerative Organic Certified must develop a Regenerative Organic System Plan (ROSP) that is agreed to by Operation and the Regenerative Organic Alliance or a ROC Approved Certifying Body. An annual on-site inspection will be conducted to verify that the information provided in the ROSP accurately reflects the practices in place.

A. Operation information

1) Business Name: _____
DBA: _____
Website: _____
Phone number: _____

Farm operations inspected and assessed under the ROC Framework for Regenerative Organic Certified™ will display on the ROC Database. The operation website, phone number, and primary address will also be listed in the ROC Database unless you initial below. If you wish to show your contact information in the ROC Database, skip to A2.

Check and initial to remove website and phone number from the ROC Database: Initial _____

2) Primary physical location of your farming operation:
Address/es: _____

3) Mailing address (if different from primary address):
Address/es: _____

B. Contact Information

The Regenerative Organic Alliance and Approved Certifying Bodies will only discuss information about your operation with individuals listed in this section.

1) **Legally Responsible Contact** (Owner, CEO, COO, Executive Director, Managing Director, or Registered Agent)

Name:	Title:
Phone:	Email(s):

2) **Primary Contact** designate one person **in your operation** to be the Regenerative Organic Alliance’s Primary Contact. This person must be knowledgeable about your ROSP, the ROC Framework, and have the authority to act on behalf of the company.

Name:	Title:
Phone:	Email(s):

3) **Additional Contacts:** list all people **in your operation** who are authorized to meet with auditors, modify the ROSP, or otherwise act on behalf of the company. Attach an additional list if necessary.

Name/Title:	Phone:	Email:
Name/Title:	Phone:	Email:
Name/Title:	Phone:	Email:

4) **Authorized Representatives:** list all people **outside of your operation** who are authorized to meet with auditors, modify the ROSP, or otherwise act on behalf of the company. Attach an additional list if necessary.

Name/Title:	Phone:	Email:
Name/Title:	Phone:	Email:

5) **Authorized Contacts:** list all people **outside of your operation** who are authorized to access information or receive updates regarding your ROC application and audit (ex. A brand purchasing your crops). Attach an additional list if necessary.

Name/Title:	Phone:	Email:
Name/Title:	Phone:	Email:

C. Annual Fee – See *ROC Cost & Fee Structure for additional information regarding fees*

1) The ROA will estimate your ROC annual certification fee based on the information you provide in the initial application form or renewal form. The ROC annual certification fee is separate from, and additional to, the certification costs assessed by the ROC approved Certifying Body (CB). Each CB determines their cost and fee structure, and each inspection cost will be impacted by the size and scope of your operation, auditor travel, the potential to bundle organic, approved social fairness certification audits, and/or ROC audits with a single CB. When reaching out to approved CBs for estimates on cost please make sure to inquire about the location of an ROA approved auditor qualified to audit your operation and the potential travel costs associated with getting an auditor to your operation.

The most up to date list of approved CBs is available at RegenOrganic.org/Resources.

D. Certification Contract and Agreement

The following must be signed by a legally authorized representative of the operation.

By signing this document, the operation acknowledges that it has received, read, fully understands, and agrees to be bound by the terms of the ROC program and further agrees to comply with ROC standards, procedures and policies set forth in the ROC Framework and Governing Documents, including but not limited to the following:

- 1) Establishing, implementing, and updating annually a Regenerative Organic System Plan (ROSP) that will be submitted to the ROA and assigned Certifying Body.
- 2) Permitting on-site inspections with complete access to the production or handling aspects of the operation, including non-certified production areas, structures, or offices for the ROA and certifying body. These inspections may be announced or unannounced at the discretion of the certifying body or as required by an accreditation authority, government entity with jurisdiction, or other governing body.
- 3) Allowing authorized representatives of the ROA, an accreditation authority, government entity with jurisdiction, or other governing body access to these records under normal business hours for review and copying to determine compliance with the applicable standards, regulations, or governing law.
- 4) Understanding that the ROA and the Certifying Body may use subcontractors for inspecting, testing, and other technical services, as necessary.
- 5) Submitting to the ROA any applicable fees as described on the most current ROC Cost & Fee Structure.
- 6) Immediately notifying the ROA of any changes in your certified operation or portion of it that may affect its compliance with the applicable standards, regulations, or governing law.
- 7) Authorizing the ROA to list the operation's name, products, services, and acreage on operation's certificate and in the ROC Online Directory.
- 8) Authorizing the ROA to share and distribute, through an open-source platform, all soil testing results and metadata (including GPS coordinates of soil tests disassociated from Operation name and address).
- 9) Agreeing to be legally bound by the terms of the ROC Program Manual, including but not limited to the paragraphs entitled "Consent to Electronic Submission," "Governing Law," "Consent to Jurisdiction," "Indemnification," "Dispute Resolution," and "Limit of Liability."
- 10) Understanding that Operation is bound by all regulations set by the USDA National Organic Program for export/import. Operations that are planning to export and/or import certified product must adhere to all requirements for organic export/import in the country of origin and/or destination. ROC in no way supersedes or replaces the requirements for import/export set by the USDA National Organic Program or any other international regulatory bodies. If you have any questions regarding the import and/or export of ROC crops and/or product, please contact your organic certifying body.
- 11) Understanding that Operation is bound by all regulations set by the USDA National Organic Program for organic claims and labeling. All organic claims and labeling must be reviewed by your organic CB. ROC in no way supersedes or replaces the requirements for organic claims/labeling set by the USDA National Organic Program or any other international regulatory bodies. Please allow sufficient time so that your organic CB and your ROC CB can review the labels.

E. General Terms and Conditions

1) Terms of Use

The ROA exists to promote Regenerative Organic Certified as the highest standard for regenerative organic agriculture around the world. We aim to empower eaters and farmers to create a better world through regenerative organic farming. The ROC Marks are trademarks owned by ROA and are used to indicate that a product is certified per ROA's guidelines found in the ROC Framework. Only Regenerative Organic Certified producers and authorized licensees may use the ROC Marks. Use of the ROC Marks is dependent on an Operation satisfying all requirements laid out in the ROC Framework, Labeling Guidelines & Terms of Use, and alignment with the Governing Documents.

2) Governing Documents

2.1 The Governing Documents are binding upon all participating operations in their dealings with the ROA. These Governing Documents cover the various elements of working with the ROA, including registration, licensing, audits and certification, traceability, and labeling and selling or representing product as Regenerative Organic Certified.

2.2 Operation agrees to comply with all Governing Documents applicable to its activities related to the ROC Framework. Operation understands that its certificate and/or right to use the ROC marks may be suspended, terminated, or cancelled in accordance with the Governing Documents. Upon cancellation or termination of Operation's certificates or rights to use the ROC marks, the Agreement shall automatically terminate.

2.3 Operation agrees to accurately and fairly represent the certificate scope, type, and status of the products or operations included within the certification scope.

2.4 The Governing Documents, including these Licensing Terms and Conditions and the ROC Marks, are subject to change. ROA will provide notice of such changes to the Operation. Minor changes to the Governing Documents to correct typos or to clarify languages shall be effective upon publication or as otherwise provided for in the notice. The Operation must adhere to the Governing Documents published at the time of its audit. If the Governing Documents are amended in between audits, the Operation must make any necessary changes to align with the changes of the Governing Documents by the time of the next audit cycle. The Operation must ensure that its contact details in the ROA directory always remain current and is responsible for informing the ROA when such contact details change.

3) Notification of Change in Compliance Status

Operation is responsible for updating all suppliers and purchasers of certified material about any changes to the operation's certification status, including but not limited to a change in certification level, withdrawal from the program, and/or revocation or suspension of certification.

4) Termination & Suspension

4.1 The ROA, may, upon written notice, suspend or revoke Operation's participation in the ROC Online Directory and/or use of the ROC marks if Operation breaches or fails to comply with any of its obligations under the Governing Documents, provided that the ROA sends a notice of breach to Operation and gives Operation at least ten (10) days from the date on the notice to remedy such breach as to the satisfaction of the ROA.

4.2 The Operation will immediately cease use of all claims of ROC and the ROC marks associated with the Operation, destroying or covering the ROC marks on all certificates, labeling, and marketing material containing reference to the ROA in the event that the Operation withdraws from ROC, or the certification is suspended or revoked. The Organization agrees to destroy or cover over the ROC marks on all packaging and certificate(s) in its possession upon notice from the ROA. Notwithstanding the foregoing, the Operation shall be under no obligation to sticker, remove, pull, or otherwise redirect or modify product bearing the ROC marks that may already be in distribution and remain on the shelf after the termination.

4.3 The Agreement may be terminated by the ROA upon written notice. If the ROA terminates without cause, the Operation shall have the right to sell through any products for which labels have been previously approved and the Operation has on-hand in addition to any products on shelf and/or in storage.

5) Transparency and Confidentiality

5.1 The Operation authorizes the ROA to list public summary business information via the ROC Online Directory. In addition, the Operation authorizes the listing of products, certified crops, and services in the ROC Online Directory.

5.2 Operation allows authorized representatives of the ROA, an accreditation authority, government entity with jurisdiction, or other governing body access to these records solely related to products that carry the ROC marks under normal business hours for review and copying to solely determine compliance with the applicable standards, regulations, or governing law.

5.3 Operation authorizes information from this document to be made available to relevant ROA Approved Certifying Bodies and auditors as needed.

5.4 Operation authorizes the ROA or its partners to use data collected or provided by or about the Operation to prepare and publish analyses, reports, and performance or risk metrics. All data collected shall be published in the aggregate and anonymized in a way that Operation shall not be identified, except for data such as brand name, product name, product package size, UPC, product claims, and other information related to product identification and claims.

5.5 Other than as set forth in the above section, neither party to this Agreement shall disclose or publish any information identified as confidential by the party furnishing it without the furnishing party's express written consent. These obligations shall survive for a period of three (3) years following the termination of this Agreement.

F. Use of ROC Marks

1) Prior Review & Approval of Seal Use

All use of the ROC marks by ROC operations, brands, or finished goods manufacturers are required to undergo review and approval prior to printing packaging or sales as "Regenerative Organic Certified™." Operations will submit labels to the approved ROC Certifying Body (CB). All labels must also go through the standard review and approval process through your organic certifying body for compliance with organic claims. The Certifying Body will determine label compliance for ROC and issue label approvals directly to certified producers. If the ROC Certifying Body (CB) is different from the Accredited Certification Agency (ACA) certifying the product as organic, approval must be obtained from the ACA separately after the ROC CB has reviewed the labels. Review of labels prior to printing will save your operation considerable expense and avoid issues arising with non-compliances. Review and approval time will depend on the workload of the ROA and CB staff. Operations should plan for a minimum of four weeks for the review and approval of any packaging making a ROC claim. Operations should take into consideration that certification levels may change from year to year and packaging should be ordered and printed with this in mind. Any marketing and/or communications use of the ROC seal must be explicitly approved by the ROC CB and the ROC seal graphic files must be directly obtained from the ROC CB.

2) Misuse of the Seal

The ROC seal can be used in Bronze, Silver, or Gold (to indicate the certification level) or in Black or White on a transparent background. No other color variations are allowed and the ROC seal may not be modified in any way. Avoid placing the seal on brightly colored, patterned, or otherwise busy backgrounds.

The ROC seal may not be used in a misleading or deceptive fashion to mischaracterize one's products. Further, the ROC seal may not be used as a primary brand or indicator of source or origin for any goods, but only as a certification mark. The ROC seal shall not be used in any manner that is likely to reduce, diminish, jeopardize, or damage the goodwill, value, or reputation associated with ROA or the ROC seal or in any manner that violates the rights of any third parties.

Operation agrees to use the ROC name and seal(s) only in accordance with ROC standards and ceasing all use of ROC's name and seal upon notice by the ROA. Any use of ROC's names or marks, without the express consent of the ROA or approved Certification Body, is strictly prohibited and constitutes an infringement of the ROA's rights. The ROA shall be entitled to its reasonable attorney's fees and costs incurred in bringing any civil action, arbitration, or mediation to enforce its rights to its names or marks.

3) ROC Seal Distribution

Operations may request the ROC seal files from the relevant ROA Approved Certifying Body. Use of the Regenerative Organic Certified seal must follow the requirements set forth in the Labeling Guidelines & Terms of Use and the Governing Documents. Any marketing and/or communications use of the ROC seal must be explicitly approved by a ROC Certifying Body and the ROC seal graphic files must be directly obtained from them.

4) Basic ROC Labeling Requirements

All Operations must have clear and distinct labeling that distinguishes between products that are: Regenerative Organic Certified, organic, organic but may be exempt by state or Federal law, certified transitional, and nonorganic product. The clear and distinct labeling requirement does not apply in situations where regenerative organic product is being marketed as conventional. Operations must submit all labels with any ROC claim to the relevant ROA Approved Certifying Body to verify compliance with the Guidelines, ROC Supply Chain Guidelines, and all Governing Documents. The ROC seal may not be used on products from acreage/animals/facilities in "Certification Pending" status.

5) Traceability Requirements for ROC Product Claims

ROC product intended for processing must maintain and demonstrate current certification to USDA/NOP Organic (or an approved international equivalent) and further, must appear as a unique and distinct product on a current NOP organic certificate. ROC product includes both single-ingredients and multi-ingredient product, in raw or processed form, that has maintained appropriate chain of custody throughout the supply chain subject to inspection/verification.

Certified product must maintain appropriate separation from non-certified product throughout the supply chain and must comply with USDA/NOP Organic chain of custody requirements and policies.

ROC product from a single origin must be maintained separate from other product throughout transport and storage. ROC product must not be physically mixed with non-certified product or with certified product from another source (i.e. organic coconut oil must be separated from ROC coconut oil) until it reaches its final processing facility. This ensures that product carrying a ROC claim is sourced from ROC certified farms. Product of different certification levels (i.e. Bronze, Silver, and Gold) should also be segregated in order to maintain claimed status. However, if ROC product is mixed with product of a different level, claims are only allowed at the lowest certification level (i.e. mixed ROC Gold and ROC Bronze product would result in all ROC Bronze product).

I, the owner or legally authorized representative, acknowledge the above General Requirements for Regenerative Organic Certified certification and understand that any willful misrepresentation may be cause for denial of an application and sanctioning of certification. I authorize the person(s) listed above to act on behalf of my company in establishing or maintaining ROC certification. I attest that all information in this application is true and accurate to the best of my knowledge:

Name/Title

Date

Signature
