

**Operation Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

- ▶ This agreement is for an Operation (also known as a producer, farmer or rancher) seeking to become Regenerative Organic Certified® with the Regenerative Organic Alliance (ROA). The Operation Name ("Operation") above must be a legal entity. The Operation Name (or DBA) must be the same as appears on the organic certificate.
- ▶ The Producer License Agreement ("Agreement") must be signed by a legally authorized representative of the Operation. By signing this Agreement, the Operation acknowledges that it has received, has read, fully understands, and agrees to be bound by the terms of this Agreement.
- ▶ The certification process is initiated when an application is submitted to the Regenerative Organic Alliance and includes an audit, review, certification decision and compliance oversight performed by an ROA-approved Certifying Body (CB). **Information from the online application, this license agreement, the Regenerative Organic System Plan (ROSP), and any other documentation submitted to the ROA will be made available to the CB that performs the third-party audit for Regenerative Organic Certified®.**
- ▶ Any Operation intending to sell, label, or represent agricultural products as Regenerative Organic Certified® must develop and maintain a current Regenerative Organic System Plan (ROSP) agreed to by the Operation and the Regenerative Organic Alliance. The Operation must submit an Agreement and complete an on-site inspection annually 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: \_\_\_\_\_

2) Primary physical location of your farming operation:

Address/es: \_\_\_\_\_

3) Mailing address (if different from primary address):

Address/es: \_\_\_\_\_

Farm operations inspected and assessed under the Framework for Regenerative Organic Certified® will be listed in an online directory. The Operation name, website (if applicable), and primary address will be included in the directory listing.

To assist in the sale of certified crops or livestock, the Operation can elect to be contacted via email through our online directory contact form. Contact email address is confidential and **WILL NOT** be displayed in the contact form.

\_\_\_\_\_ Initial to agree to be contacted via email

**Directory Contact Email**

**Address:**

(required but **NOT visible** on directory):

\_\_\_\_\_

**Directory Contact Name**

(optional):

\_\_\_\_\_

**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:

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 Regenerative Organic Certified® Framework, and have the authority to act on behalf of the company.

Name:

Title:

Phone:

Email:

3) **Accounting Contact:**

Name:

Title:

Phone:

Email:

4) **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, as well as **marketing/branding** contacts. Attach an additional list if necessary.

Name/Title:

Phone:

Email:

Name/Title:

Phone:

Email:

Name/Title:

Phone:

Email:

**5) 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:

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

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

## C. General Terms and Conditions

### 1) Terms of Use

1.1 The Regenerative Organic Certified® Marks are the Regenerative Organic Certified® mark and seals and all other trademarks, certification seals, logos, or any other proprietary designations owned by the Regenerative Organic Alliance and used to indicate that a product is certified per ROA's guidelines found in the Regenerative Organic Certified® Framework. Any use by the Operation of the Regenerative Organic Certified® Marks must comply with the terms of this Agreement and the Labeling Guidelines & Terms of Use, provided to the Operation by ROA and available at <https://regenorganic.org/resources/>.

1.2 The Operation is permitted to use the Regenerative Organic Certified® Marks on labeling and marketing material solely for the portion of the Operation or products certified subject to the terms of this Agreement and the documents incorporated into this Agreement by reference.

1.3 The Operation is responsible for ensuring that all packaging and claims comply with the labeling requirements of the USDA National Organic Program (or a recognized international equivalent). The Operation is responsible for ensuring compliance with any other government regulations that may be applicable to product labeling wherever product is produced and/or sold and follow any other relevant regulatory agencies in the product's country of sale. The ROA is not liable for the Operation's failure to comply with all applicable regulations.

### 2) Governing Documents

2.1 The Governing Documents define the Regenerative Organic Certified® program. These Governing Documents cover the various elements of working with the ROA, including licensing, audits and certification, traceability, as well as labeling and selling or representing product as Regenerative Organic Certified®.

2.2 The Operation agrees to comply with the Governing Documents that are applicable to the Operation's role including the Framework, Program Manual, Supply Chain Guidelines, ROA Terms and Definitions, Labeling Guidelines & Terms of Use and Cost & Fee Structure. The Operation understands that its certificate, license and right to use the Regenerative Organic Certified® Marks may be suspended, terminated, or cancelled in accordance with this Agreement and/or these Governing Documents. Upon cancellation or termination of the Operation's license or rights to use the Regenerative Organic Certified® Marks, the provisions of Section 4 of this Agreement shall automatically apply.

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 the Labeling Guidelines & Terms of Use, are subject to change. The ROA will provide 180 days' notice of such changes to the Operation. Minor changes to the Governing Documents to correct grammatic errors 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.

2.5 The Operation agrees to be legally bound by the Regenerative Organic Certified® Program Manual.

### **3) Notification of Change in Compliance Status**

The Operation is responsible for updating all 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 This Agreement may be terminated by the ROA, with or without cause.

(a) In the event that the ROA terminates without cause, the Operation shall have the right to sell through any crops harvested while certified, any existing product on-hand for which labels have been previously approved, and any products already on shelf.

(b) In the event that (i) the ROA determines that the Operation has breached or otherwise failed to comply with any of its obligations under this Agreement and/or the Governing Documents, or (ii) the certification has been suspended or revoked from the Operation, the ROA, may provide written notice of termination to the Operation ("Notice"). In the event the Notice is addressed to conduct of a breach of failure by the Operation, the Notice will provide at least thirty (30) days from the date of the notice to remedy such breach or failure to the satisfaction of the ROA. Absent a satisfactory remedy the termination process outlined in Term 4.2 below will apply ("Termination Process").

4.2 Termination Process: Upon termination, the Operation's participation in the Regenerative Organic Certified® Online Directory and use of the Regenerative Organic Certified® marks will be suspended. Within twenty (20) business days, the Operation will submit for approval by the ROA, a detailed plan for the cessation, phase out and/or destruction of all claims of Regenerative Organic Certified® and the Regenerative Organic Certified® Marks associated with the Operation, including uses of Regenerative Organic Certified® claims, Marks on all labeling, and uses of the Regenerative Organic Certified® Marks or references to ROA in marketing material. As part of the detailed plan, the Operation must state the number of units of labeled product or existing packaging it has in its inventory showing the Regenerative Organic Certified® Marks. The Operation must destroy or cover over the Regenerative Organic Certified® Marks on any labeling or packaging that has not been applied to product as of the date of its submission of the detailed plan. Operation shall be under no obligation to sticker, remove, pull, or otherwise redirect or modify product bearing the Regenerative Organic Certified® marks that may already be in distribution and remain on the shelf after the termination.

4.3 In the event that the Operation terminates this Agreement by withdrawing from the ROA's certification program, the Termination Process set out above in section 4.2 will apply.

**5) Transparency and Confidentiality**

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

5.2 The Operation agrees to allow authorized representatives of the ROA, an accreditation authority, government entity with jurisdiction, or other governing body access to records related to products that carry the Regenerative Organic Certified® marks. 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. The Operation will provide this access during normal business hours to review and copy records solely to determine compliance with the applicable standards, regulations, or governing law.

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

5.4 The 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 aggregated and published in an anonymized manner such that the 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.

**D. Payment & Fees****1) Fees**

The ROA will assess an annual grower fee when certification is awarded, or a certification renewal application is submitted. If the Operation also sells processed, licensed products, the Operation will be responsible for applicable license fees based on the Cost & Fee Structure (available at [RegenOrganic.org/Resources](https://RegenOrganic.org/Resources)). The Operation is required to report annual revenue from product containing Regenerative Organic Certified® ingredients when submitting a renewal form to the ROA. If the Operation does not wish to disclose annual revenue, they are required to pay the maximum fees. See Cost & Fee Structure for further details on these fees.

**2) Payment Due**

The ROA will invoice the Operation for fees on an annual basis at the rate set forth in the Regenerative Organic Certified® Cost & Fee Structure. Invoices must be paid within thirty (30) days.

**3) Late Fees**

Payments not received within sixty (60) days from the date of invoice may be charged a late fee of 3.0% per month until the payment is received. Failure to deliver payment in a timely manner shall also be grounds for suspension or termination set forth in Section C. 4 (Termination & Suspension).

**4) Currency**

All payments or fees paid to the ROA must be paid in U.S. Dollars.

**5) Bank Charges**

The Operation is responsible for any cost associated with remitting payment to the ROA. The ROA will not accept any deductions in fees or invoices to cover the cost of bank charges.

**E. Use of Regenerative Organic Certified® Marks****1) Prior Review & Approval of Seal Use**

All use of the Regenerative Organic Certified® Marks by certified operations, brands, or finished goods manufacturers (including the Operation) are required to undergo review and approval prior to printing packaging or promoting, offering, or selling the certified crops and/or products to consumers or the trade. For *certified crops*, the Operation must submit labels to their Certifying Body for review and approval. For *processed products*, the Operation must submit labels to the ROA, addressed to the email address [label@regenorganic.org](mailto:label@regenorganic.org), for review and approval. All approvals should be submitted no less than thirty (30) days prior to printing packaging or promoting, offering, or selling processed products bearing the Regenerative Organic Certified® Marks. Operations may not print, produce, promote, offer, or officially release any marketing material bearing the Regenerative Organic Certified® Marks without explicit written approval from the ROA.

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. Operations are responsible for ensuring the proper review of all organic claims by an Accredited Certifying Agency to ensure compliance with all organic regulations.

Any use of the Regenerative Organic Certified® Marks or the ROA's name or identity, without the express consent of the ROA, 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.

**2) Misuse of the Seal**

The following guidelines regarding use of the Regenerative Organic Certified® seal are reiterated here for your convenience. The complete guidelines are set out in the Regenerative Organic Certified® Labeling Guidelines & Terms of Use, which can be found on our website at <https://regenorganic.org/resources/>. The Operation should review the current Labeling Guidelines before any use of the Regenerative Organic Certified® Marks.

The Regenerative Organic Certified® seal can be used in Bronze, Silver, or Gold (to indicate the certification level), or in Black or White (and indicate the certification level in writing) on a transparent background. No other color variations are allowed, and the Regenerative Organic Certified® seal may not be modified in any way.

The Operation agrees to use the Regenerative Organic Certified® name and seal(s) only in accordance with Regenerative Organic Certified® Labeling Guidelines & Terms of Use. For example, the Regenerative Organic Certified® seal may not be used in a misleading or deceptive fashion to mischaracterize one's products. Further, the Regenerative Organic Certified® 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 Regenerative Organic Certified® 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 Regenerative Organic Certified® seal or in any manner that violates the rights of any third parties.

**3) Regenerative Organic Certified® Seal Distribution**

Upon certification, the ROA will provide the Operation with the Regenerative Organic Certified® seal files. Any marketing and/or communications use of the Regenerative Organic Certified® seal must be explicitly approved by the ROA and the Regenerative Organic Certified® seal graphic files must be directly obtained from the ROA or a ROA-approved Certifying Body.

**4) Basic Regenerative Organic Certified® Labeling Requirements**

All Operations must have clear and distinct labeling that distinguishes between products that are: Regenerative Organic Certified®, organic, certified transitional, and nonorganic product. The clear and distinct labeling requirement does not apply in situations where regenerative organic product is marketed as conventional. The Regenerative Organic Certified® seal may not be used on products from acreage, animals, or operations in “Certification Pending” status. As set out in Term E.1 above, the Operation must submit all labels and marketing materials to [label@regenorganic.org](mailto:label@regenorganic.org) for review by the ROA.

**5) Traceability Requirements for Regenerative Organic Certified® Product Claims**

Regenerative Organic Certified® 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. Regenerative Organic Certified® 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.

Certified product from a single origin must be maintained separate from other product throughout transport and storage. Certified 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 Regenerative Organic Certified® coconut oil) until it reaches its final processing facility. This ensures that product carrying a Regenerative Organic Certified® claim is sourced from Regenerative Organic Certified® farms. Product of different certification levels (i.e., Regenerative Organic Certified® Bronze, Silver, and Gold) should also be segregated in order to maintain claimed status. However, if Regenerative Organic Certified® product is mixed with product of a different level, claims are only allowed at the lower certification level (i.e., mixed Regenerative Organic Certified® Gold and Regenerative Organic Certified® Bronze product would result in all Regenerative Organic Certified® Bronze product).

The failure of either party to enforce any of the provisions of the Governing Documents shall in no way be considered a waiver of such provisions or in any way affect the validity of the Governing Documents.

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

- 1) Understanding that the ROA and the Certifying Body may use subcontractors for inspecting, testing, and other technical services, as necessary.
- 2) Immediately notifying the CB of any changes in your certified operation or portion of it that may affect its compliance with the applicable standards, regulations, or governing law.
- 3) 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. Regenerative Organic Certified® 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 Regenerative Organic Certified® crops and/or product, please contact your organic certifying body.

4) 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. Regenerative Organic Certified® 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 Regenerative Organic Certified® CB can review the labels.

I, the owner or legally authorized representative, acknowledge the above requirements to become Regenerative Organic Certified® 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 certification. I represent and warrant that I have all necessary right, title, and authority to enter into this Agreement and to perform all of its respective obligations under this Agreement on behalf of Operation Name and I have the capacity, full power and authority to bind Operation Name to each and every provision of this Agreement. I attest that all information in this application is true and accurate to the best of my knowledge:

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Name/Title

Date

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Signature



Document Revisions

Version Number	Date Approved	Description of Changes
1.1	November 29, 2023	<ul style="list-style-type: none"> <li>Added option to be contacted via our online directory</li> </ul>
1.2	December 11, 2023	<ul style="list-style-type: none"> <li>Changed number of business days in section C4.2 from 10 to 20 business days</li> <li>Changed section C4.3 to state that termination process is defined above in section 4.2</li> <li>Changed section D1 to state that if Operation does not wish to disclose revenue, they must pay the maximum fee</li> </ul>
1.3	April 30, 2024	<ul style="list-style-type: none"> <li>Added language to last paragraph of the document stating that signee has authority to sign the agreement</li> </ul>