

CCOF REGENERATIVE ORGANIC CERTIFIED® PROGRAM CONTRACT

- ► The Regenerative Organic Certified® program encompasses three pillars: Soil Health, Animal Welfare, and Farmer and Worker Fairness, and includes three levels: Bronze, Silver and Gold. Details about the Regenerative Organic Certified® pillars and levels can be found in the governing documents located on the Regenerative Organic Certified® website Resources page.
- ► CCOF offers the Regenerative Organic Certified[®] program to certified organic farms, ranches and farm groups located in the United States.
- ► The Oversight and Scheme Management Body for the Regenerative Organic Certified® program, the Regenerative Organic Alliance (ROA), considers processors and handlers to be Supply Chain Actors (SCAs). SCAs do not obtain certification with CCOF but rather license directly with the ROA. Supply Chain Guidelines can be found on the ROA's website Resources page.
- ► ROA and CCOF work together to certify farms, ranches, and farm groups to the Regenerative Organic Certified® *Framework* (standards), which is overseen and maintained by the ROA. The *Framework* can be found on the ROA's website <u>Resources</u> page.
- ▶ Please see the Regenerative Organic Certified® *Program Manual* on the ROA's website Resources page for information about who should enroll in this program and the requirements.
- Please keep a copy of all documents submitted to CCOF for your records.

Complete this CCOF Regenerative Organic Certified® Program Contract to add this program to your CCOF NOP Certification. Upon receipt of your contract, CCOF will bill your operation a \$500 annual fee per each Regenerative Organic Certified® pillar (i.e., \$500 for soil health, animal welfare, and social fairness, totaling up to \$1500). Effective January 1, 2024, CCOF will also bill a one-time \$350 application review fee. Additionally, effective January 1, 2024, CCOF will offer certification for the Regenerative Organic Certified® program as a standalone program with CCOF. Email your completed contract to: inbox@ccof.org Or Mail to: CCOF, 2155 Delaware Ave., Suite 150, Santa Cruz, CA 95060

A. Contact Information **Business Name:** 1) CCOF Client Code (if applicable): Is the contact person for your Regenerative Organic Certified® Program the same as for your NOP organic program? Yes No. Please provide contact details below. If no additional contact provided, CCOF will direct Regenerative Organic Certified® correspondence to your primary NOP organic contact. Name: Phone: Preferred written communication method: Email Postal Mail **B.** Certification Program Information 1) Is your operation certified organic with CCOF? ☐ Yes. Skip to section B2 ☐ No. Complete this section. a) Provide the name of your organic certification body: Attach a copy of your current OSP Materials List: OSP Materials List Attached Attach a letter of good standing from your organic certifier that includes the following information: i. Verification that your operation is certified organic, noting the date of your last issued NOP certificate. ii. A list of open Noncompliance issues (or equivalent compliance report). iii. A list of all certified organic parcels and their corresponding acreage (or equivalent certificate/addendum). ☐ Certifier Letter Attached 2) Is your operation transferring from another Regenerative Organic Certified® certification body? ☐ No. Skip to section C ☐ Yes. Complete this section. a) Provide the name of the certification body: Attach a copy of the latest audit report, audit findings and a description of corrective actions: Letters Attached

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Эρ	erat	tion Name:	Date:
С.	Fai	arm Worker Information	
	time	vorker interviews are an essential component of the Regenerative Organic Certified [®] social pill e of audit for interviews to occur. A CCOF-provided translator will accompany the CCOF auditermanent workers:	
	a)	Specify the time of year when permanent workers will be on-site:	
	b)	If any permanent workers do not speak English, what is their primary language?	
2)	Ten	mporary workers:	
	a)	Specify the time of year when temporary workers will be on-site:	
	b)	If any temporary workers do not speak English, what is their primary language?	
D.	So	ocial Compliance Risk	
/OL	ır ope	DA requires that CCOF assess the social compliance risk of each operation. Please indicate wo peration. Your operation will be considered high risk for the Farmer and Worker Fairness pillar ons below.	
1)		bes your operation hire workers using more than two hiring approaches (e.g. direct-hire, contract \square No	ct labor, labor recruiter, etc.)?
2)		bes your operation hire young workers under the age of 18 years (including migrant workers ar Yes $\ \square$ No	d those residing on the farm)?
3)		e there more than ten workers on-site for more than a total of ten consecutive days within a call Yes $\;\;\;\square$ No	lendar year?
Ε.	Ce	ertification Timeline	
his Ne 120 Req auc	cont will do days gener dits, it	ation for the CCOF Regenerative Organic Certified® program typically requires up to 16 weeks nitract to the date that we issue a certification recommendation to the ROA. This timeline can be do our best to meet your desired timelines; however, we generally recommend that you beging sprior to the launch of your Regenerative Organic Certified® line or publicly announcing your erative Organic Certified® audits with other CCOF program inspections whenever possible. Alt it may not be feasible for your first Regenerative Organic Certified® audit with CCOF. If combinate that this may prolong the initial certification timeline for the Regenerative Organic Certified®	e longer if your ROSP is incomplete. In the certification process at least certification. We work to combine though this is the norm for annual ning the initial audit is feasible,
1)		I prefer combining the initial Regenerative Organic Certified® audit with another CCOF Progra	m inspection.
		I prefer the Regenerative Organic Certified® audit occurs as soon as possible.	
	a)	Estimated date by which you need certification:	

F. Certification Contract and Agreement

► The following must be signed by a legally authorized representative of the operation assigned by ROA to CCOF for certification.

By signing this document, the operation acknowledges that it has received, has read, fully understands, and agrees to be bound by the CCOF Certification Services (CS) Program Manual and agrees to:

- 1) This operation will receive services from both ROA and CCOF, and agrees to work with each entity as follows:
 - a) Work with the ROA during the initial application review.
 - b) Pay all Regenerative Organic Certified[®] program fees to the ROA outlined in the Cost and Fee Structure available on the ROA's website Resources page.
 - c) Work with the ROA on any certification related questions or issues prior to assignment to CCOF.
 - d) Work with the ROA during their review of CCOF's certification decision.
 - e) Receive your Regenerative Organic Certified® Certificate from ROA.
 - Work with CCOF on any certification related questions or issues after being assigned to CCOF as a certification body.
 - g) Pay the annual program fee per pillar outlined in the CCOF CS Certification Program Manual to CCOF.
 - h) Work with CCOF during the pre-audit review.
 - i) Undergo an annual audit with CCOF, as well as additional audits deemed necessary throughout the certification cycle.
 - j) Work with CCOF during the post-audit review.

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Operation Name:	Date:	
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- Work with CCOF throughout the issuance and resolution of any certification conditions.
- I) Receive a certification recommendation from CCOF.
- 2) Comply with all governing documents on the ROA Resources Page.
- Allow CCOF to share with ROA the information collected during provision for certification services rendered and as required for annual reporting.
- 4) Allow ROA observers on-site during audits.
- Immediately disclose any changes that would affect certification, including location, process, or management changes.
- 6) If transferring to another certification body, to disclose previous certification body enrollment and provide a copy of the latest audit report or audit findings and corrective actions.
- 7) Respond to CCOF within all timelines outlined in the governing documents available on the ROA's Resources page.
- 8) Comply with and strictly adhere to all CCOF standards, procedures and policies described in the CCOF CS Program Manual, including but not limited to the following:
 - a) Establishing, implementing, and updating annually an Organic System Plan that will be submitted to CCOF.
 - b) Permitting on-site inspections with complete access to the production or handling aspects of the operation, including non-certified production areas, structures, or offices by CCOF. These inspections may be announced or unannounced at the discretion of CCOF or as required by an accreditation authority, government entity with jurisdiction, or other governing body.
 - c) Maintaining all records applicable to the organic operation for not less than five (5) years beyond their creation.
 - d) Allowing authorized representatives of CCOF, 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.
 - e) Understanding CCOF may use subcontractors for inspecting, testing and other technical services, as necessary.
 - f) Submitting to CCOF any applicable fees as described on the most current fee schedule.
 - g) Immediately notifying CCOF concerning any application, including drift, of a prohibited substance to any field, production unit, site, facility, livestock, or product that is part of an operation.
 - h) Immediately notifying CCOF of any change in your certified operation or portion of it that may affect its compliance with the applicable standards, regulations or governing law.
 - i) Using the CCOF name and seal(s) only in accordance with CCOF standards and ceasing all use of CCOF's name and seal upon notice by CCOF. Any use of CCOF's names or marks, without the express consent of CCOF, is strictly prohibited and constitutes an infringement of CCOF's rights. CCOF 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.
 - j) Destroying or returning to CCOF all packaging and certificate(s) upon notice from CCOF.
 - k) Understanding that the use of the CCOF name and seal must be in accordance with the CCOF standards.
 - I) Authorizing CCOF to list certified parcel crops, products, services, and acreage on my certificate and in the CCOF Directory.
 - m) Immediately ceasing all claims of CCOF certification associated with this operation, and destroying or returning all certificates, labeling, and marketing material containing reference to CCOF in the event that this operation withdraws, or its certification is suspended or revoked.
 - n) Agreeing to be legally bound by the policies on Governing Law, Consent to Jurisdiction, Indemnification and Limit of Liability as described in the CCOF Certification Program Manual section 6.

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

Name/Title	Signature	Date

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