

# JAS CERTIFICATION AGREEMENT

The Organic Crop Improvement Association Japan (hereinafter referred to as “OCIA Japan”), having its administrative office and mailing address at:

**Takegashi Bldg. 3F, 3-5-3 Kyobashi, Chuo-ku, Tokyo 104-0031, Japan**

and the business entity identified below:

Address of Business Entity:

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Type of Business [Corporation, LLC, PC, etc.]

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\_\_\_\_\_

(such business entity being hereinafter referred to generally as “Associate”). OCIA Japan and Associate, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

As used herein the following terms, including plurals and variants thereof, shall have the meanings stated:

- 1.1 **MAFF** — Ministry of Agriculture, Forestry and Fisheries of Japan.
- 1.2 **FAMIC** — Incorporated Administrative Agency Food and Agricultural Materials Inspection Center who is the auditor of the accredited JAS certification body.
- 1.3 **JAS Law** — The Law Concerning Standardization and Proper Labeling of Agricultural and Forestry Products (Law No, 175 of 1950).
- 1.4 **Enforcement Regulations** — Enforcement Regulation for the Law Concerning Standardization and Proper Labeling of Agricultural and Forestry Products (Ministerial Ordinance No.62 of 1950).
- 1.5 **JAS** — Japan Agricultural Standards for organic agricultural products and organic processed foods and the certification scheme in accordance with the JAS Law.
- 1.6 **JAS Standards** — Japanese Agricultural Standard for Organic Plants (Notification No.1605 of 2005) and Japanese Agricultural Standard for Organic Processed Foods (Notification No.1606 of 2005).
- 1.7 **Label** — Any written, graphic or printed material placed on a container/package, or a statement accompanying a products (such as on a document).
- 1.8 **JAS seal** — The acronym “JAS” and the symbol “JAS logo”.
- 1.9 **Technical criteria** — Technical Criteria of Certifying Domestic or Overseas Production Process Managers of Organic Plants and Organic Feeds (Notification No.1830 of 2005), Technical Criteria of Certifying Domestic or Overseas Production Process Managers of Organic Processed Foods and Organic Feeds (Notification No.1831 of 2005), and Technical Criteria of Certifying Re-packers of Organic Plants, Organic Processed Foods, Organic Feeds and Organic Livestock Products (Notification No.1833 of 2005)

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## 2. ASSOCIATE'S PERFORMANCE OBLIGATIONS

- 2.1 Associate shall follow the regulations of the JAS law and the regulations of OCIA Japan based on the JAS law.
- 2.2 Associate shall provide unlimited access to the operation and maintain organic certification documents and records, including a copy of this agreement, for at least one (1) year after shipping the product so that they can be examined and/or sampled during annual, unannounced, and/or verification inspections by authorized OCIA representatives, public officials, or OCIA inspectors.
- 2.3 After certification, the Associate shall correctly use/display the JAS seal and appropriately state that the Associate is a certified Production Process Manager or a certified Repacker.
- 2.4 Whenever a certified Associate/certified operation divides their certified operation into separate entities, or acquires/inherits another distinct operation, the certification shall terminate and re-certification to JAS will be required.
- 2.5 Must submit valid copies of labels that are used or intended to be used on JAS certified products from the operation and resubmit labels every time the operations modifies the design of the package or the label for approval by the certification body.
- 2.6 The products labeled with the JAS seal shall be maintained in accordance with the JAS Standards.

## 3. THE REQUIREMENTS IN RELATION TO THE MINISTERIAL ORDINANCE No.62 Article 46 (1)(IV)

After certification, the associate shall comply with following.

- 3.1 Associate shall maintain all documents, information, and conditions of fields or facilities concerning JAS certification to comply with the Technical Criteria.
- 3.2 Associate shall observe the regulations concerning JAS labeling as required by JAS Standards and JAS Law.
- 3.3 Associate shall comply with any demand requested by MAFF concerning JAS labeling of products to be shipped to Japan; Associate shall submit any requested information and shall ensure all information is truthful when a report is requested by MAFF or FAMIC; and the Associate shall not deny, disturb nor evade an on-site inspection by MAFF or FAMIC.
- 3.4 Associate shall give advance notice to OCIA whenever a change to an item stated in the application and its attached documentation is made, or when the Associate will discontinue the JAS grading procedures as currently written. Associate shall return JAS certificates to OCIA and shall discontinue advertising and any indication of being certified to the JAS when Associate discontinues the JAS grading procedures.
- 3.5 Associate shall not provide misleading information according to the certification system of OCIA Japan, use of license and JAS seal in advertisements and any indication.
- 3.6 Associate shall not make incorrect references to the JAS certification system in advertisements and any indication.
- 3.7 Associate shall ask retailers and sellers of their products to abide by above articles (3.5) and (3.6).
- 3.8 Associate shall discontinue or revise advertisements when OCIA Japan requests doing so after finding them in violation of articles (3.5), (3.6) and (3.7).
- 3.9 When Associate provides information using the JAS seal and/or certificate, or other documents relating to their JAS certification, Associate shall not provide misleading information concerning the certification procedure by OCIA Japan and the certified products.
- 3.10 Associate shall cooperate with OCIA Japan and OCIA in regards to the on-site inspection and any activity by OCIA.

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- 3.11** Associate shall submit the Annual JAS Grading Report that shows the amount of JAS organic products sold within the previous year (from April 1<sup>st</sup> to following March 31<sup>st</sup>) to OCIA no later than the end of June. Associate who is applying for farm producer shall report the change of field area to OCIA in a timely manner.
- 3.12** The records of grading (grading labeling) shall be maintained for years that is stipulated in the operation's own Internal Regulations and Grading (labeling) Procedures.
- 3.13** OCIA Japan and OCIA can request information on the Associate's procedures, and can have access to anywhere in the fields, facilities and offices in order to inspect fields, products, labeling, materials, books, records, advertisements, and other things relating to the JAS certification.
- 3.14** OCIA Japan can suspend certification whenever the Associate violates any one of articles (3.1) to (3.12); the Associate does not provide the report or provides a false report as cited in article (3.13); the Associate denies, disrupts or evades an on-site inspection; and/or the Associate does not pay the necessary fees within one month from 3rd request for payment (starting 56 days from first request: request every 28 days). In the case of suspension, Associate shall immediately discontinue the grading procedure and shall not ship any products using the JAS seal.
- 3.15** OCIA Japan can revoke certification whenever Associate disobeys the request cited in article (3.14) within 14 days, or when OCIA Japan determines that the Associate is not able to adequately carry out the indicated procedures/processes.
- 3.16** Associate shall immediately return the JAS certificate and shall discontinue advertising and any indication of being certified to the JAS when OCIA Japan suspends or revokes the Associates' certification, or the Associate surrenders their certification.
- 3.17** Associate shall keep a record of all complaints concerning JAS products, take appropriate action with respect to such complaints, and make these records available to the certification body when requested.
- 3.18** Associate shall acknowledge and agree with other conditions and requirements that are stipulated in the article 46 (1)(IV) of the Enforcement Regulations for the Law Concerning Standardization, etc. of Agricultural and Forestry Products (Ministerial Ordinance No.62).

## **4. THE REQUIREMENTS IN RELATION TO THE MINISTERIAL ORDINANCE NO.62 ARTICLE 46 (4)**

OCIA Japan discloses the Associate's name and address, the certified products, fields and their address, and the certification number and associate number, and the date of certification whenever an operation is certified. Whenever OCIA Japan suspends or revokes an Associates' certification, OCIA Japan discloses the date and its reason. Whenever an Associate surrenders their JAS certification, OCIA Japan discloses the date of surrender.

## **5. MISCELLANEOUS**

- 5.1** By signing this agreement, OCIA Japan agrees to act in a neutral manner and to maintain strict confidentiality for any information obtained from the Associate regarding their organic operation unless:
- 5.1.1** The information is required to be disclosed according to the JAS Law and other laws. In this case, the disclosure is made known to Associate.
- 5.1.2** Associate provides written permission to release the information.
- 5.2** Associate shall duplicate all of certificates when the duplication is made. The indication of duplication like "COPY" or "duplicate" should be shown on the copy to show that it is not original
- 5.3** Associate shall appropriately handle complaints about JAS products, and the records of handling complaints have to be maintained to be accessed by OCIA and OCIA Japan

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- 5.4 According to the complaint handling procedures, OCIA and OCIA Japan shall appropriately handle complaints, objections and disputes from Associate and other operators.
- 5.5 According to the inspection procedures, OCIA and OCIA Japan shall conduct annual inspection every year, and extraordinary inspection when it is necessary.
- 5.6 OCIA shall provide the information when requirements of JAS Standards, Technical Criteria and other regulations are revised.
- 5.7 Associate shall notify the change of contact information including address, phone number and email address. If OCIA and OCIA Japan lose contact with the Associate through the contact informed to OCIA, OCIA and OCIA Japan do not accept any liability arising from lack of 5.5 and/or 5.6.

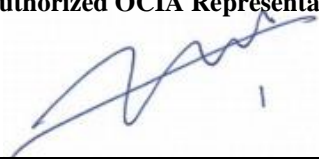
**This agreement shall remain enforceable throughout the period of Associate's certification.**

I acknowledge that with my signature, I agree to the terms of this agreement and understand that any failure to honor these terms may be cause for denial, suspension, or revocation of certification.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement.

**Koichi KAWAMURA / President of OCIA Japan**

**Authorized OCIA Representative Name/Title**



**Authorized OCIA Representative Signature**

**April 1, 2019**

**Date**

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**Authorized Associate Name/Title**

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**Authorized Associate Signature**

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**Date**