



MOSA TERMS AND CONDITIONS AGREEMENT

General Terms

Thank you for choosing MOSA as your organic certifier. By choosing to certify your operation, you are agreeing to not only the National Organic Program rules, but also MOSA's set of rules. Maybe this stuff isn't as exciting as plucking a fresh tomato from the vine in the warm August sun, but it is important for you to know and understand. And you can only be certified with MOSA by agreeing to these terms and conditions and signing this agreement. We'll make it as painless as possible.

MOSA is Midwest Organic Services Association, Inc., a Wisconsin non-stock, non-profit corporation having its principal administrative office at 122 West Jefferson Street, Viroqua, WI 54665, and a mailing address of PO Box 821, Viroqua, WI 54665.

MOSA has a great logo and a well-respected name in organic certification. We'd like to keep it that way. Only MOSA-certified clients can use our name and logo to let people know that their products have met the highest bar of organic integrity through MOSA certification requirements.

These terms and conditions describe what you can expect from us, and what we expect from you as we work together towards your organic certification. This document merges all prior discussions and negotiations between us concerning such rights and obligations. Neither you, the MOSA client, nor MOSA shall be bound by any conditions, definitions, warranties, representations, or guarantees other than as expressly provided in these terms and conditions.

Our clients are simply that: clients. We both understand and agree that you are an independent contractor, not authorized to act as an agent of MOSA. You won't represent or create any liability or obligation for MOSA in any way.

Just like updating certification paperwork every year, these terms and conditions are an annual contract. We can automatically renew this contract for you each year on May 1. We will decide whether to renew your contract and of course we will renew you as long as you are still complying with the MOSA certification requirements, and are certified by MOSA. But even with that discretion, either one of us may give notice to the other if we decide to terminate this contract according to the policies as stated in the MOSA Program Manual.

More specific agreements:

A. Certification – Information Collection (You agree to give us or let us gather what we need to do our job.)

1. I affirm that all statements made in my Organic System Plan documents are true and correct, and I understand that acceptance of my Organic System Plan in no way implies granting or continuation of certification.
2. I understand that certification of my operation may depend on my ability to supply information that MOSA needs to evaluate my request for certification.
3. In addition to annual inspection requirements, I understand that my operation may be subject to unannounced inspection and/or sampling for residues at any time as deemed necessary to ensure compliance with the MOSA certification requirements.
4. I consent to the use of subcontracted inspectors and laboratory analysis services as necessary to verify compliance.

5. I hereby agree to a release of information from suppliers or service providers, should such be necessary to verify compliance.

B. Certification Requirements (This is the part where you agree to read, know, and apply the rules.)

1. I understand and agree to comply with the MOSA certification requirements applicable to my operation. I understand that the MOSA certification requirements include the Organic Foods Production Act, the National Organic Program regulations, requirements described in the MOSA Program Manual, and applicable requirements for requested additional verifications (ex: international organic export requirements.) You can find all of these on the MOSA website at www.mosaorganic.org or you can write us at the address above and request a paper copy of what you need.
2. I understand that failure to comply with the MOSA certification requirements or giving false information may result in denial, suspension, or revocation of the certification of my operation.

C. Fees for Services (You agree to pay us in a timely way.)

1. In consideration of the services rendered by MOSA, I agree to pay applicable fees by due dates as described in the MOSA fee schedule. In addition to annual certification and inspection fees, I understand that administrative fees may apply for certain services as described in the [MOSA fee schedule](#).
2. I understand that MOSA may amend the fee schedule at its sole discretion upon providing 30 days written notice to the client.
3. I understand that late fees can result in noncompliance of certification requirements and is grounds for suspension of organic certification.
4. I agree to compensate MOSA for any and all reasonable expenses incurred by MOSA if MOSA determines by inspection or review of my Organic System Plan that I am in breach of the certification requirements.

D. Logo/Trademark and Grant of License (This is the part where you agree to how to use our beautiful logo and represent it well if you use it. Which we hope you do.)

1. I understand that MOSA grants my operation a non-exclusive license to use the MOSA logo and name for the limited purpose of promoting the availability of products that meet MOSA certification requirements.
2. I agree to use the MOSA logo and name only in accordance with this license from MOSA. I will not take any action which would be likely to injure or damage (a) the validity or enforceability of MOSA's rights or interest in the MOSA logo and name or (b) the goodwill or reputation and integrity of the MOSA logo and name.
3. I accept this license and the limitations described in the MOSA certification requirements and agree to make no other use of the MOSA logo and name.
4. I will not use any logo, design, emblem or description similar to the MOSA logo or to use any name or abbreviation similar to that of MOSA.
5. I will not alter MOSA's logo and will use MOSA's approved versions in black and white or in color.
6. I will not assign, transfer or otherwise sublicense the MOSA logo or name, or to allow use by any subsidiary organization not inspected and certified by MOSA, unless described in my Organic System Plan and authorized by MOSA. If I become aware of any such unauthorized activity, I agree to notify MOSA and to take any remedial measures deemed necessary by MOSA.
7. If my certification should be terminated, I agree to immediately cease all use of the MOSA logo and name. I understand that should certification be terminated, MOSA has the right to notify vendors, authorities, and others of any improper or unauthorized use of the MOSA logo and name, or any other improper or unauthorized reference to MOSA, when in the judgment of MOSA such notification is necessary in the interest of public safety, for MOSA's own protection and for the protection of the validity and integrity of the MOSA logo and name.

E. Guarantee and Indemnification (This is the really legal stuff. Basically, if you get into hot water, it's on you and you won't pull MOSA in with you.)

1. I assume full and complete responsibility for all acts and omissions in my activities pertaining to my product(s) and use and representation of the MOSA logo and name.
2. I agree to indemnify MOSA against any liability arising from the sales and use of my product(s), including reasonable attorney fees and costs attending to any claims and/or lawsuits due to my acts and omissions relative to the certification and licensing terms and conditions.

F. Termination for Breach (If you get yourself into trouble, we'll have to part ways. It's just like that.)

1. I understand that MOSA, at its option, may terminate this contract at any time, upon providing me with written notice, if any of the following events of default shall have occurred and are continuing:
 - a. A failure to pay any fees for services;
 - b. A failure to comply with or perform any other provision of this contract, and the continuance of such failure for thirty (30) days after notice from MOSA, unless mutually arranged otherwise;
 - c. Any acts or omissions by you in conducting your affairs pursuant to this contract, which MOSA determines, in its sole discretion, are likely to impair the integrity or reputation of the MOSA logo and name and/or the MOSA certification requirements;
 - d. If you shall be adjudicated insolvent, or in any action or proceeding shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future Federal or state statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of your business;
 - e. MOSA clients can terminate this agreement with or without cause at any time. Refer to MOSA's fee schedule for details.

G. Privacy Policy (This is about how we don't sell your info: ever. And how we keep your info safe online.)

MOSA cares about keeping your private business private. This policy explains how we can do that while still collecting your account and personal information over the phone, on paper or on our website.

1. I understand that by providing MOSA with my information, I accept that:
 - a. MOSA owns its website. I can contact the MOSA office with any questions or concerns about privacy on the website.
 - b. MOSA does not collect any personal information except that which is knowingly and specifically supplied. We will not sell or provide your information to any other organization for sales purposes: ever.
 - c. However, if you want us to give your name and operation contact information out to people looking to do profiles of organic operations or doing research, you should check this box below: because you know what they say about publicity.
 - d. MOSA is required by NOP to share with the public certain information about certified operations. This information is made available on our website and will be provided to anyone inquiring by phone or in person. The public information is as follows:
 1. Certificates issued within the current and previous three calendar years;
 2. Products certified, effective date of certification and contact information for MOSA certified operations;
 3. The results of laboratory analyses for residues of prohibited substances conducted for the current and three previous calendar years, provided the results are not part of an ongoing compliance investigation;
 4. Other business information as specifically identified and permitted in writing by the operator.
 - e. Credit Card Information: MOSA is committed to safety and security. We use Secure Socket Layer (SSL) security. This state-of-the-art technology greatly reduces the risk of interception of private data.
 - f. MOSA uses the same high-grade encryption and security protocols when collecting personal information.
 - g. Non-Personal Information and "Cookies:" Like most other websites, this website may automatically collect non-personal information and data through the use of cookies. These small text files pass to your computer's hard disk through your web browser. Cookies are used to determine how the website is used

so we can monitor and improve our service. This information does not tell us anything about who you are, where you live, what information you have on your computer, or what kind of cookie you like best.

- h. External Links on website: The MOSA website provides many links to other websites. This is just a service we provide; the operation of these web sites is beyond our control. MOSA does not endorse or accept responsibility for their content or privacy policies, nor for their collection and use of information.

H. Authorization (I'm the right person to be bound by these terms and conditions. If I'm signing this online, I understand that an online signature is as good as a paper signature.)

1. As the person primarily responsible for the organic integrity and management of this operation, I understand and agree to these terms and conditions.
2. I understand submitting this form electronically and affirming agreement with these terms and conditions has the same legal effect and can be enforced in the same way as a written signature.
3. If I am submitting this form electronically, I agree that applicable annual certification update information, certification letters, certification documents, general communications, newsletters, guidance documents, and financial communications will be sent to me in an electronic format, unless I specifically request these to be sent via postal delivery.
4. MOSA requires a new signed Terms and Conditions in the case of a change to the primary contact information or certified operation address.

That's it. We did it. Not so bad, hey? Now, sign here:

Signature _____

Print name _____

Date _____

MOSA account number _____

Yes, I agree to MOSA giving my operation's contact information out to research organizations or media outlets looking to profile organic operations: _____ (Initials)