



# MOSA TERMS AND CONDITIONS AGREEMENT

By signing these Terms and Conditions, you agree to abide by the National Organic Program rules and terms outlined in the MOSA Program Manual.

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

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.

We both understand and agree that you are not authorized to act as an agent of MOSA and will not create any liability or obligation for MOSA in any way.

This contract shall remain in effect unless it is canceled by either party in accordance with the MOSA Program Manual or terminated by MOSA pursuant to Section F of this contract.

## A. Certification Requirements

1. I understand and agree to comply with certification requirements included in the MOSA Program Manual, MOSA Fee Schedule, the Organic Foods Production Act, the National Organic Program regulations, and applicable requirements for requested additional verifications. I understand all of these are on the MOSA website at [www.mosaorganic.org](http://www.mosaorganic.org) or I can request a paper copy.
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 and may result in civil penalties pursuant to federal guidelines.

## B. Certification – Information Collection

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 it is my responsibility to provide information to MOSA by the stated deadlines.
3. In addition to annual inspection requirements, I understand that my operation is subject to unannounced inspection and/or residue sampling at any time as deemed necessary to ensure compliance with MOSA's certification requirements.
4. I hereby agree to a release of information from suppliers or service providers, should such be necessary to verify compliance.

### **C. Fees for Services**

1. I agree to comply with MOSA's fee schedule and pay required fees by stated due dates in order to maintain certification. I understand that MOSA may amend the fee schedule at its sole discretion and will provide sufficient notice.
2. 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.
3. I understand that the failure to pay such fees in a timely manner can result in noncompliance of certification requirements and is grounds for suspension of organic certification.
4. I understand that I shall be responsible for all of MOSA's costs of collection, including reasonable attorney's fees in the event that I do not properly pay the fees owed to MOSA.

### **D. Logo/Trademark and Grant of License**

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 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 immediately 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**

1. I assume full and complete responsibility for all acts and omissions in my activities pertaining to my product(s), services, 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) or services, 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**

1. I understand that MOSA, 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/or 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;
  - 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;
2. I understand that I may terminate this contract at any time, upon providing MOSA with appropriate notice. This shall result in the immediate termination of my organic certification. See the MOSA Program Manual and Fee Schedule for additional information.

## **G. Privacy Policy**

1. I understand that by providing MOSA with my information, I accept that:
  - a. MOSA does not collect any personal information except that which is knowingly and specifically supplied.
  - b. We will not sell or provide your information to any other organization for sales purposes unless permission is specifically granted by you. MOSA is required by NOP to make available to the public the following information:
    - i. Certificates issued within the current and previous three calendar years;
    - ii. Products certified, the effective date of certification and contact information for MOSA certified operations;
    - iii. 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;
    - iv. Other business information as specifically identified and permitted in writing by the operator.
  - c. Credit Card Information provided through MOSA's online payment systems are encrypted for security. External Links on website: The MOSA website(s) provides many links to other websites. This is a service we provide; the operation of these websites 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**

1. The undersigned hereby certifies that the undersigned has the proper authority to sign on behalf of the operation agreeing to these terms and conditions set forth in this contract.
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 may be sent to me in an electronic format, unless I specifically request these to be sent via postal delivery.
4. MOSA may revise the terms and conditions of this contract from time to time. MOSA will provide you with thirty (30) days notice of any such changes. Changes will be published in MOSA's newsletter, The Cultivator. In the event that you no longer wish to be covered under the revised terms and conditions of the agreement, you will need to advise MOSA in writing of your decision not to comply with the revised terms. Otherwise, the revised terms and conditions will then become in effect between the parties.
5. In the event that the legal entity that holds the MOSA Certification no longer exists, MOSA requires notice of such change to the entity. A change in legal entity includes:
  - a. When a sole proprietor sells his/her business or dies. The party who takes over such business becomes the new owner and requires a new certification.
  - b. A partnership that dissolves requires a new certification for any new owner as the former partnership no longer exists.
  - c. The change in ownership of a corporation or LLC does not require a new certification as long as the previously certified corporation/LLC continues to exist and does business with MOSA.

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Print Name

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Signature

Date

*You are required to save a copy of this document, your Organic System Plan(s), and all other documents and forms you provide to MOSA for your records.*