



OMRI LISTED – NATURALLY TRUSTED

Certifier Subscription Service Agreement

Period: July 1, 2024 – June 30, 2025

Organizations Eligible for Subscription Service

- USDA accredited certifiers.
- CFIA (Canadian Food Inspection Agency) accredited certification bodies (Tier 1). Note: Certifiers that are not USDA accredited are Tier 1.
- Certification organizations for other organic standards (Tier 1). Note: Certifiers that are not USDA accredited are Tier 1.

Lists

The hard-copy printed publications referenced in this agreement are called the *OMRI Generic Materials List*[®] and the *OMRI Products List*[®]. OMRI provides each subscriber with an allotment of these printed publications free of charge according to the tier at which they subscribe. Additional copies are available at a discounted rate.

Subscriber pays all shipping and handling costs. The subscriber will use an order form to order printed copies, including those covered under their subscription. The shipping fee will be based on the actual cost of shipping via UPS or a comparable delivery service.

Other Included Services

- Technical consultations on materials issues related to USDA and CFIA organic certification
- Non-confidential product review summaries upon request
- The quarterly *OMRI Materials Review*[®] newsletter
- Weekly Drop Notice emails, listing recently removed products
- NOSB meeting reports and materials decisions
- Notices on regulatory changes
- Special reports on international standards, rulemaking or other topics as created
- Access to special projects and trainings upon request
- Support for Spanish-speaking subscribers

Note: The subscriber may **only** distribute subscription-only publications, such as the *OMRI Materials Review*[®] newsletter, that they receive as a part of their subscription to its employees for the duration of the OMRI subscription. The subscriber is free to distribute other OMRI publications that are made available to the public, such as the *OMRI Generic Materials List*[®] and *OMRI Products List*[®], to parties they certify or to other interested parties. OMRI does not assume any responsibility to treat the parties certified by the subscriber as direct subscribers to OMRI, and additional services must be arranged for separately by those parties.

Prices

Certifier subscription.....	View subscription tiers at OMRI.org/certifier-subscription
Printed <i>OMRI Generic Materials List</i>	\$4.00 (after receipt of free copies), regularly priced at \$35.00 each
Printed <i>OMRI Products List</i>	\$4.00 (after receipt of free copies), regularly priced at \$25.00 each
Special projects and trainings.....	Email to request an estimate

Optional Certifier Contract

In addition to this Certifier Subscription Service Agreement, USDA and CFIA accredited certifiers subscribers have the option of signing an OMRI Certifier Contract. The Contract serves to formally establish OMRI as an external input review service provider for the contracting certifier. The Contract carries an additional administrative fee of \$99.00 per subscription period. The Contract may be signed at any time during the subscription period. However, the administrative fee is always paid in full and is non-refundable. OMRI will allow amendments to the Contract only for subscribing governmental agencies in accordance with applicable federal, state rules and other requirements. Subscribers wishing to make amendments to the Contract should request a Microsoft Word version of the file by email to marketing@omri.org, and highlight proposed amendments, which are subject to OMRI approval.

Subscription Fees and Other Details

Subscription fees are paid in advance. When calculating certified parties, certifiers should count certified parties as of the date the form is submitted.

The OMRI Review Program evaluates commercial products for use in certified organic operations. The subscriber, its members and its clients must not construe OMRI Listed[®] status as a product endorsement, a replacement for organic certification, legal registration or proof of efficacy.

The subscriber understands that product decisions for compliance are based on documentation provided *in good faith* by the product supplier and verified by OMRI staff. The subscriber agrees to hold OMRI harmless in the event that losses result due to false or incomplete statements made by the product supplier. OMRI will promptly inform the subscriber of any changes in the status of an OMRI Listed product. OMRI will make available the information that led to any change— provided it is not confidential—upon request.



Certifier Contract

Materials Review Contract and Recognition Agreement

This establishes an agreement between _____, an eligible Certification Body ("CB"), and Organic Materials Review Institute ("OMRI") for the services described below.

Section 1. Duration: This agreement is valid until June 30, 2025 unless terminated earlier by either party upon 30 days' prior written notice.

Section 2. Qualifications: CB recognizes the standing, qualifications and quality of the OMRI review process, and has therefore chosen to recognize OMRI decisions as an integral part of the CB's compliance process. To meet the needs of the CB's accreditation, OMRI will:

- 2.1 Upon request, provide the CB with a copy of the report from OMRI's Internal Audit, which it will perform annually in relation to OMRI's ISO-17065 accreditation.
- 2.2 provide documentation of the pertinent qualifications of OMRI personnel upon request from the CB.

Section 3. Services:

- 3.1 OMRI shall publish the *OMRI Products List*[®] and the *OMRI Canada Products List*[®], which contain products for organic production or processing and handling, reviewed for compliance with National Organic Program (NOP) standards or Canadian Organic Standards, and the most current *OMRI Standards Manual(s)*[®] and *OMRI Policy Manual*[®].
- 3.2 CB will accept these lists and use them as a tool when verifying organic compliance within the organic certification program.

Section 4. Limitations: OMRI Listed[®] status does not guaranty that a product's use will ensure organic qualification for an operator's own products. Additionally, the CB reserves the right to perform additional materials reviews and limit the use of OMRI Listed materials when such limitations are required by the NOP or CFIA, or as deemed necessary for compliance or other reasons.

Section 5. Indemnity:

- 5.1 CB shall defend, indemnify and hold OMRI, its officers, employees and agents harmless from and indemnify OMRI against any and all liability, losses, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the certifier, its officers, agents or employees.
- 5.2 OMRI shall defend, indemnify and hold CB, its officers, employees and agents harmless from and against any and all liability, losses, expenses, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of OMRI, its officers, agents or employees.

Section 6. Dispute Resolution: The parties agree to seek to resolve any disputes that arise in enforcing this agreement through binding arbitration. Such arbitration or any legal action must be filed in Lane County, Oregon. In addition, the parties agree that the substantive and procedural law of the State of Oregon shall apply to any legal dispute whether in arbitration or in a court. If a dispute arises between the parties that results in arbitration or the filing of a legal action, the prevailing party shall be entitled to recover its attorney fees and all costs, including all costs related to witness deposition costs and similar costs.

Section 7. Confidentiality: OMRI's review of products often requires access to confidential information. OMRI maintains confidentiality in accordance with its agreements with those parties providing access to this confidential information. The agreements limit OMRI's disclosure of confidential information as set forth in therein, and as set forth in the *OMRI Policy Manual*.

- 7.1 OMRI will make confidential information available to specifically identified personnel of the CB or to the National Organic Program or other applicable regulatory body only when required under a judicial proceeding, disagreement with CB or a materials review organization about product compliance, request from the applicable regulatory body, third-party audit (such as one required for the accreditation of CB) or other legal proceedings.
- 7.2 Any information provided to OMRI by a CB and identified as confidential will only be used by OMRI to inform discussions between itself and CB. OMRI will hold as confidential under its internal confidentiality system any information identified as confidential by CB, and will not disclose the information beyond its internal system. Such information may be used by OMRI to initiate an investigation of any OMRI Listed[®] product associated with the information, but the information itself cannot be used to make any status-change decisions under the OMRI Review Program.
- 7.3 CB agrees to protect as confidential any information received by OMRI and identified as confidential. CB will not disclose said information to the public or to anyone not employed by CB or not covered by organizational confidentiality policies.

Section 8. Conflict of Interest: OMRI maintains and adheres to strict procedures to identify and address any conflict of interest that may arise through the course of product review as described in the current *OMRI Policy Manual*. If OMRI identifies a previously undisclosed conflict of interest that could affect the status of any OMRI Listed products, OMRI will inform CB of affected products.

Section 9. Entire Agreement: This agreement, its Addendum, and the Certifier Subscription Service Agreement constitute the entire agreement between the parties regarding the subject matter therein. Any modification of this agreement shall be made in writing and must be signed by the authorized representatives of both parties.

- 10.1 This agreement and any License Agreement that may be entered into by the parties may be subject to additional contract addenda. Such addenda must be signed and agreed to by appropriate personnel representing both OMRI and CB in order to become effective.

Section 10. Fees: The non-refundable fee is \$99.00. Upon receipt of payment, this agreement is considered in effect.

Section 11. Subscription requirement: CB must remain an OMRI Certifier Subscriber as described under the terms and conditions.

For purposes of executing this agreement, a document signed and transmitted electronically or by facsimile shall be treated as an original document. The signature of and party thereon shall be treated as an original signature.

Signed _____ Date _____

Name of CB Representative Name of CB

Signed _____ Date _____
Orsi Dézsi, Executive Director/CEO



Certifier Contract Addendum

Use Agreement for Direct Data Export

This serves as an Addendum to the agreement between _____, an eligible Certifying Body ("CB"), and Organic Materials Review Institute ("OMRI") for the services described below. This addendum will serve exclusively as a supplement to a current OMRI Certifier Contract, and will only become valid when signed by a currently contracted CB and ratified by an authorized OMRI representative.

Section 1. Qualifications: CB accepts full responsibility for the use of OMRI's proprietary data, and will ensure that said data is never misused or misrepresented in any way. To protect OMRI's proprietary data from misuse, CB will:

- 1.1 use OMRI data exports exclusively for material review and certification work conducted by personnel within the signing organization.
- 1.2. keep all OMRI data exports confidential.
- 1.3. accept full responsibility for the use and application of the data export with regard to CB's clients.

Section 2. Services:

- 3.1 OMRI will provide CB with a quarterly database export of OMRI proprietary data as a spreadsheet or in another usable format as it becomes available.

Section 3. Fees: Any additional technical support or changes to the export may be billed at \$185.00 per hour.

Section 4. Subscription requirement: CB must remain an OMRI Certifier Subscriber as described under the terms and conditions in Service Agreement.

For purposes of executing this Addendum, a document signed and transmitted electronically or by facsimile shall be treated as an original document. The signature thereon shall be treated as an original signature.

 Signed Date

 Name of CB Representative Name of CB

 Signed Date
 Orsi Dézsi, Executive Director/CEO

Please send the OMRI spreadsheet export to the following recipients:

Name _____ Email _____
 Name _____ Email _____