



**RE-PACKER INITIAL APPLICATION & CONTRACT
JAS ORGANIC CERTIFICATION
ADD-ON OPTION**

FOR OFFICE USE ONLY	
Received: / /	Reg. #
Retainer Fee: \$	_____

This application is designed for organic certification as a Re-packer the Japan Agricultural Standards (JAS). This document when coupled with your Initial Application & Contract (Doc #6.2.1) for other organic programs is both an application and contract for certification services, and a record of your **initial** Organic Production System Plan under the JAS Program. Changes to your Organic Production System Plan will be recorded in an annual extension application. **Before completion**, make extra copies of the attachments to this document. Make sure you complete all sections of this form and sign the Certification Agreement (Clause 5.0) before submission. **After completion**, make a photocopy of the entire Application and retain in your file. Be sure to read the Japan Ministry of Agriculture, Forestry, and Fisheries (MAFF) **Technical Criteria for Certifying Re-packers of Organic Plants, Organic Processed Foods, Organic Fees and Organic Livestock Products** and the appropriate Japanese Agricultural Standard for Organic Plants, Organic Processed Foods, Organic Feeds and/or Organic Livestock Products at http://www.maff.go.jp/e/jas/specific/criteria_o.html or in your Pro-Cert Training Manual. Please be aware that if your operation actually processes organic products (changes the form of the product), a JAS Processor Initial Application & Contract (Doc # J6 IA/C AO) must be completed instead of this document.

1.0 APPLICANT INFORMATION

Name: _____	Year: _____
Mailing Address: _____	
Farm Location (Legal Description): _____	
Phone No: (____) _____	Fax No: (____) _____
Email: _____	Website: _____
If a corporation , the authorized representative is: _____ address: _____	
_____	Phone No: (____) _____
1.1 General Information	
Do you have a copy of the JAS Standards and Technical Criteria applicable to your operation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you <u>understand</u> the JAS standards and Technical Criteria applicable to your operation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you willing to have your contact information submitted to the MAFF website? (listed above) <input type="checkbox"/> Yes <input type="checkbox"/> No	

2.0 ESTIMATED JAS SALES

JAS regulations require applicants to submit an annual estimate of the anticipated products and quantity for sale. Please provide your estimates in the space below. Add additional pages if necessary.

Product	Quantity (Units)
_____	_____
_____	_____
_____	_____
_____	_____

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3.0 RE-PACKING MANAGEMENT PERSONNEL

JAS standards require that the one person be assigned as in charge of re-packing (a Re-packer). Where more than one person is assigned as a Re-packer, a "Re-packing Director" must be identified. You must assign a single director and a sufficient number of re-packers to meet the needs of your operation with respect to size, number of employees, etc. These positions must be filled by staff with a high school or secondary education with a minimum of 2 years of repackaging experience. Alternatively, re-packing experience of a minimum 3 years will suffice in lieu of high school or secondary education. The Repackaging Director will be responsible for any processing facilities subcontracted to your operation. The Repackaging Director must attend a JAS workshop prior to JAS Certification being granted. **Note: Under JAS standards the term "Repackaging" refers to either packaging or cleaning of an organic product.**

Please identify the responsible employees within your operation:

Role	Name	Position (Company Title)	Qualifications (attach resume if available)
Re-packing Director	_____	_____	_____
Re-packers	_____	_____	_____
	_____	_____	_____

Has the Re-packing Director attended a JAS training workshop? Yes No
If **YES**, **attach** a copy of the Certificate of Completion.

Is the Re-packing Director responsible for planning and executing the quality control system? Yes No

If **NO**, please indicate who is: _____

Describe procedures used by the Re-packing Director for handling any complaints or identified abnormalities concerning organic products/handling?

4.0 GRADING SYSTEM DESCRIPTION

JAS standards require all operations to have Grading Procedures and that "Grading Manager or Staff" be identified. Grading managers and/or staff may not be part of the processing or marketing departments. Grading managers and/or staff must follow your company's grading procedures, and attend a JAS workshop prior to JAS Certification being granted. A JAS Grading Record is attached for your use in all grading activities. Note: In the case of small operations, the Grading Manager, may also be the Re-packing Director. **The term grading when used in context of the JAS standards refers only to confirmation that JAS standards are complied with and in no way refer to product quality. Staff assigned to grading must be independent from the sales department.**

4.1 GRADING PERSONNEL (Graders)

Please identify the responsible employees in your operation:

Role	Name	Position (Company Title)	Qualifications (attach resume)
Grading Manager	_____	_____	_____
Grading Staff (Graders)	_____	_____	_____

Have the Grading Manager attended a JAS training workshop? Yes No
If **YES**, **attach** a copy of the Certificate of Completion

Are the organic processing and quality control procedures conducted as outlined in this application and/or other supporting documents attached? Yes No
If **NO**, please explain:

Do you periodically review the JAS standard operating procedures (SOP's)? Yes No
If **YES**, how often?

Do you ensure all employees clearly understand the JAS SOP's? Yes No
IF **YES**, how?

JAS standards require grading procedures be developed and documented. **If grading standard operating procedures (SOP's) have already been documented you may skip this portion of the application by attaching the documented procedures.** Please note that your grading SOP's may be reviewed and amended as required by Pro-Cert and/or whenever the company deems revision is required. The following represents minimum grading procedures that must be in place. The Grading Manager will decide grading procedures not mentioned in this questionnaire in accordance with JAS policies and regulations.

I have attached copies of our own Grading SOP's in lieu of section 4.2 below

4.2 GRADING PROCEDURES

4.2.1 GRADING PREPARATION

Does the Grader ensure the organic integrity of all organic products and ensure segregation from non-organic products?
 Yes No

Is the Grader informed upon completion of processing/packaging of an organic lot? Yes No

Does the staff provide the Grader with processing records? Yes No

Does the Grader complete the JAS Grading Record as part of the organic audit trail? Yes No

Attach a copy of your Grading Record if you are not using the record provided by Pro-Cert.

Describe any other procedures used by the Grader to adequately grade (document compliance with JAS standards) organic products:

4.2.2 GRADING PROCESS

When the Grader reviews the audit trail for organic products sold does he or she ensure:

(i) That the record pertains to the products being graded? Yes No

(ii) That they request the Re-packing Management Director complete the audit trail based on information from the processing records if the audit trail is not complete? Yes No

When the Grader determines JAS admissibility do they ensure:

(i) That the products are grown according to JAS Regulations? Yes No

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(ii) That there has been no contamination by non-organic products or chemicals in the facility? Yes No

Describe any other actions taken by the Grader during Grading:

4.2.3 LABEL VERIFICATION

Note: The JAS seal can not be modified from its original form

Does the Grader verify the name of the organic certifier is attached to the label and audit trail documents for the JAS product? Yes No

Does the Grader verify the JAS mark is compliant with JAS requirements? Yes No

Does the Grader verify that the lot number is on the label and/or audit trails documents? Yes No

If the JAS seal is applied to the product does the Grader verify it is on the label and/or audit trail documents? Yes No

If **NO**, does the Grader ensure the label is applied before shipping? Yes No

Describe any other label/document follow up activities performed by the Grader:

4.2.4 PRODUCTS CONFORMING TO JAS

Does the Grader sign the Grading Record? Yes No

Does the Grader ensure that each package label and/or audit trail document indicates JAS grading and approval via application of the JAS Seal? Yes No

Does the Grader inform the shipping personnel that the product can be shipped as JAS certified organic? Yes No

Describe any other label follow up performed by the Grader:

4.2.5 PRODUCTS NOT CONFORMING TO JAS

Describe how the Grader researches and documents the reasons for non-conformities for JAS crops/products:

Are the results of the investigation reported to the Grading Manager? Yes No

If products do not received the Grader's approval are they still shipped as JAS certified? Yes No

How are products which do not meet the Grader's approval marketed (organic, non-organic, etc.)?

Does the Grader record disposition of products not conforming to JAS Requirements? Yes No

If **YES**, describe how it is documented and what is included:

4.2.6 JAS SEAL CONTROL

Is the inventory of JAS Seals and/or packages bearing the JAS seal strictly controlled by the Grader? Yes No
If **YES**, please describe:

4.2.7 REPORTING JAS GRADING RESULTS

Grading Results must be submitted to Pro-Cert with each transaction. The JAS Grading Record (Doc # X.X.X) may be used to document this process. Submissions may be made on a monthly basis, unless transactions occur less than once a month. All JAS Grading Records must be available on file at the time of inspection.

Do you agree to these terms? Yes No

When did the aforementioned Grading Procedures become effective in your facility (implementation date or date of JAS application signature)?

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5.0 JAS CERTIFICATION AGREEMENT

- a) It is hereby agreed that _____ (hereinafter called the JAS Applicant) retains **Pro-Cert Organic Systems Ltd.** (hereinafter called Pro-Cert) for evaluation of conformity to the **Japan Agricultural Standards (JAS) and related Technical Criteria** promulgated by the **Ministry of Agriculture, Forestry and Fisheries of Japan** (hereinafter referred to as **MAFF**) for the fees outlined in the current Pro-Cert Fee Schedule. A **retainer fee** of \$ _____ is enclosed, the balance (**remainder fee**) will be paid upon receipt of an invoice but prior to application evaluation and the certification decision by Pro-Cert.
- b) The JAS Applicant hereby acknowledges that an appropriate Application & Contract (initial or extension) with attachments for one or more of the Canadian, USA or EU programs offered by Pro-Cert must also be completed, signed and submitted to make this agreement valid.
- c) Pro-Cert agrees to acknowledge this application but has the right to reject it for the following reasons: (i) when the JAS Applicant is a previously cancelled JAS client (cancelled for reasons such as non-compliance with the JAS standard, failure to report, false reporting, false labeling, avoidance of inspection) who has been punished with a fine or more severe penalty and one year has not passed since the date of cancellation; (ii) when the JAS Applicant is someone who as had its JAS certification cancelled by another Registered Organic Certification Body (ROCB) and one year has not passed since the date of the cancellation; (iii) when the JAS Applicant was a board member or manager of a cancelled client organization within 30 days of the cancellation and one year has not passed since the date of the cancellation; (iv) when the JAS Applicant informs Pro-Cert that it cannot or will not comply with specific certification requirements.
- d) It is further agreed that the JAS Applicant will pay upon receipt of an invoice from Pro-Cert such additional costs incurred by Pro-Cert for surveillance during the JAS certification period including but not limited to: (i) unannounced inspections, (ii) supplemental product inventory audits, (iii) additional forensic sample analyses (iv) trade document completion and, (v) surveillance actions. The rates and fees quoted in the current Pro-Cert Fee Schedule for producers are applicable.
- e) The JAS Applicant hereby agrees to inform Pro-Cert of any planned changes in its JAS operating procedures and/or scope including but not limited to: (i) the type of produce grown on the operation, (ii) any processing conducted on the operation which could affect the JAS organic conformity of the product **prior to implementing such changes**. The JAS Applicant acknowledges that significant changes in procedures or scope of operation require an Application for Amendment of Certification and re-evaluation, the intensity of which is to be determined by Pro-Cert. Further, that failure to notify Pro-Cert can result in temporary or permanent cancellation (withdrawal) of JAS certification status. The JAS Applicant will not release product resulting from such changes without Pro-Cert approval.
- f) Pro-Cert, its employees and inspectors hereby agree to treat all information provided by the Applicant as obtained via inspection or research as confidential. Pro-Cert will obtain written permission from the applicant before disclosing confidential information. Pro-Cert is authorized to respond to legitimate inquiries as to the organic certification status of the applicant as may be received from time to time.
- g) The JAS Applicant hereby acknowledges that Pro-Cert has the right to temporarily or permanently cancel (withdraw) it's JAS organic certification status when non-conformity with aforementioned standards and criteria is confirmed; when the applicant fails to submit an annual report by June 30th of each year; when false reports are provided or when there is interference with the on-site inspection. The JAS Applicant agrees to terminate all reference to JAS certification in the event of such action and further that Pro-Cert has the right to advertise such adverse action as it sees fit. In the case of temporary or permanent cancellation, at the date of notification of the temporary or permanent cancellation and during all the following period the applicant will make no misleading claims as to the status of JAS certification, and cease to use the JAS certification mark on the products concerned by the suspension. In addition, Pro-Cert may require that no JAS certified product be put up for sale and that non-conforming JAS product be subject to a corrective action, including product recall and label correction.

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- h) In the event of temporary or permanent cancellation (withdrawal) Pro-Cert agrees to give the JAS Applicant 30 days advance notification of its intent to cancel and give the client and opportunity to respond to the reasons for the proposed cancellation within that time period. The JAS Applicant agrees that Pro-Cert can make information on changes within a client's program (such as cancellation) available to the public within its offices without delay and via its website at www.pro-cert.org or such other means as it sees fit.
- i) The JAS Applicant hereby agrees to have all applicable employees involved in JAS compliant organic management and grading attend a Pro-Cert JAS training workshop. Pro-Cert has the right to waive this requirement if said employees have already attended such a workshop given by another JAS ROCB.
- j) The JAS Applicant further agrees to submit a JAS Annual Grading Report (Doc # J5678 GR RD or Doc # J5 AR CS) for the previous year's production to Pro-Cert on or before June 30th of each year.
- k) The JAS Applicant agrees to resolve any complaints received with respect to JAS certified products and to record such complaints for Pro-Cert review.
- l) The JAS Applicant hereby authorizes and provides Pro-Cert, and the Ministry of Agriculture, Forestry and Fisheries (MAFF) representatives access to premises, product, facilities, inventories, records and documents during normal business hours for the purpose of certification, audit, verification of compliance or analysis and copying and examination whether such access is arranged or unannounced.
- m) The JAS Applicant hereby affirms and verifies that the description of the organic production unit and the procedures contained in this application are accurate and complete and he, she or it: (i) has read the applicable portion of the JAS standards and technical criteria; (ii) will operate the facility in accordance with these standards and technical criteria during the certification period; (iii) will maintain accurate and current records of all organic (and non-organic) produce and products managed by the Applicant; (iv) will not misrepresent the JAS certification status of the facility and its end products; (v) will not use its product JAS certification in such a manner as to bring Pro-Cert into disrepute and not make any statement regarding its product certification which Pro-Cert may consider misleading or unauthorized; (vi) will use JAS certification only to indicate that products are certified as being in conformity with specified JAS standards; (vii) will endeavour to ensure that no JAS certificate or report or any part thereof be used in a misleading manner.
- n) The JAS Applicant acknowledges and agrees that the Certificate of Conformity when issued and current entitles the applicant to use the acronym "JAS" and the "JAS Logo" on produce and product labels and to use the same in advertising material provided that Pro-Cert first reviews the working of the said labels and materials. Further, in the event that pro-cert requires changes in advertising materials these changes will be promptly made. The JAS Applicant hereby agrees to comply with Pro-Cert and/or MAFF instructions for correction of non-compliant labels, literature and/or advertising materials. This license terminates with temporary or permanent cancellation of the Certificate of Conformity and/or upon lapse of the same. The JAS Logo marks must appear on product labels while one of the following phrases also **must** appear: (i) "Certified Organic by Pro-Cert Organic Systems", (ii) "Certified Organic by Pro-Cert."

Name of Applicant

Signature of Applicant or Representative

Date

For Office Use Only:
Pro-Cert Organic Systems Ltd.
Head Office

Signature & Title

Date

6.0 ATTACHMENTS

I have attached the following documents unique to the JAS program in support of my application for JAS organic certification and verification of my Organic Production System Plan :

Mandatory Attachments:

- Pro-Cert Processor (Initial/Extension) Application & Contract for Organic Certification
- MAP of Storage Facility
- Sample of all JAS Organic Labels
- QCM Certification of Completion – JAS Training Workshop
- Grading Manager Certificate of Completion - JAS Training Workshop

Optional Attachments:

- Grading SOP
- Grader Certificate of Completion – JAS Training Workshop
- Sample Grading Record

Record Keeping Reminder:

- I have made copies of this Application & Contract and other supporting documents for my own records.

Return Initial Application & Contract along with your Initial Application/Contract for other programs (Doc #6.2.1) and Attachments with Retaining Fee to:

**Pro-Cert Organic Systems Ltd.
Head Office**

Box 100A, RR#3 Saskatoon, SK Canada S7K 3J6

Phone: (306) 382-1299 Fax: (306) 382-0683

Email: info@pro-cert.org

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