



APPLICATION FOR CERTIFICATION

FOR OFFICE USE ONLY
Received: / / Reg. #

This document is your Application for Certification services with Pro-Cert Organic Systems Ltd. (Pro-Cert). **Please keep a copy of this document for your records. In addition to this Application, applicants will be required to complete an appropriate System Plan describing the scope and nature of production and operation(s) requested for certification.** If you wish to complete this Application electronically, it can be downloaded at www.pro-cert.org/apply

1.0 APPLICANT INFORMATION

Applicant (Legal Entity)¹: _____
DBA² (if different): _____
Mailing Address: _____ **Postal / Zip Code:** _____
Town/City: _____ **Province/State:** _____
Physical Location³: _____
Phone: () _____ **Fax:** () _____ **Cell:** () _____
Email: _____
Communication Preference⁴: Email Regular Mail

¹ Legal Entities may include Sole Proprietors, Partnership (Marital or Legal), or Corporations. Please contact our office if you have questions.
² Doing Business As – if the applicant is operating under a name than its legal registered name.
³ Street Address or Legal Land Description for yard if different from Mailing Address
⁴ Applicant’s selecting Electronic Communications may also receive additional automated reminders of critical submission due dates, response deadlines, etc.

If this is a **corporation**, please designate a person in your operation to be your **Primary Contact** with Pro-Cert. The Primary Contact must be familiar with your operations activities, applicable standards/regulations and have the authority to act on behalf of the Applicant.

Primary Contact: _____
Phone: () _____ **Fax:** () _____ **Cell:** () _____
Email: _____

Mailing Address (if different): _____
Town/City: _____ **Postal/Zip Code:** _____
Province/State: _____

2.0 SCOPE OF OPERATION

Please indicate the general nature of your operations (*check all that apply*):

<input type="checkbox"/> Producer	<input type="checkbox"/> Maple Syrup	<input type="checkbox"/> Apiculture
<input type="checkbox"/> Processor/Handler	<input type="checkbox"/> Broker/Trader	<input type="checkbox"/> Packaging & Labelling
<input type="checkbox"/> Brand Owner	<input type="checkbox"/> Aquaculture	<input type="checkbox"/> Wild Rice
<input type="checkbox"/> Other:		

Generally describe the nature of the activities for which your operation is requesting certification:

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3.0 CERTIFICATION PROGRAMS

Pro-Cert offers a variety of certification programs. These programs are complimentary to each other and often cross-over with similar requirements and can be inspected concurrently to save time and cost for you. Please indicate below which programs you are applying to for certification (*check all that apply*):

Organic

Programs:

For information on Pro-Cert's Organic Certification Programs please see:

<https://www.pro-cert.org/organic-certification> or contact our office directly.

- | | |
|---|---|
| <input type="checkbox"/> Canada Organic Regime (COR) | <input type="checkbox"/> USDA National Organic Program (NOP) |
| <input type="checkbox"/> Canadian Organic Standards (COS) | <input type="checkbox"/> Quebec Organic Food Control System (CARTV) |
| <input type="checkbox"/> Other: | |

Equivalency Arrangements & Export Programs:

These arrangements and programs are arranged on a government to government basis to facilitate international trade. For more information see [Pro-Cert's Guide to Organic Equivalency](#) or contact our office directly.

- | | |
|--|--|
| <input type="checkbox"/> COR Equivalency | <input type="checkbox"/> NOP Equivalency |
| <input type="checkbox"/> EU Equivalency | <input type="checkbox"/> JAS Equivalency |
| <input type="checkbox"/> Bio-Suisse | <input type="checkbox"/> Other: |

Gluten Free

Pro-Cert offers two gluten free certification options both establishing a maximum gluten content of 10 ppm. Pro-Cert's Gluten Free certification is applicable to processors/handlers producing consumer goods. Pro-Cert's Gluten Free Purity Protocol adds controls and testing at the farm level to certified products. For more information please see: <https://www.pro-cert.org/gluten-free-certification> or contact our office directly.

- | | |
|--|--|
| <input type="checkbox"/> Gluten Free Certification | <input type="checkbox"/> Gluten Free Purity Protocol |
|--|--|

Grass-Fed

Grass-Fed certification options are available for all ruminant animals and their products. Pro-Cert also cooperates with industry specific programs and requirements to facilitate market access. For more information please see: <https://www.pro-cert.org/grass-fed-certification> or contact our office directly.

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|--|
| <input type="checkbox"/> Pro-Cert Grass-Fed |
| <input type="checkbox"/> Organic Plus Trust (OPT) – available only to NOP certified organic applicants |
| <input type="checkbox"/> DFC National Standard for the Production of Grass-Fed Milk |

Input Approval

Input Approval is offered to manufacturers of inputs for use in organic production. For more information please see: <https://www.pro-cert.org/approvedinputs>

All Pro-Cert Approved Inputs are listed free of charge on our searchable database found at:

<https://www.pro-cert.org/inputs>

- | | |
|---|--|
| <input type="checkbox"/> Canadian Organic Standards | <input type="checkbox"/> USDA National Organic Program Regulations |
|---|--|

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4.0 CERTIFICATION HISTORY

Has this operation previously held certification for the programs being applied for? Yes No
 If **No**, proceed to Section 5.0

If **Yes**, list the certification application and results for your operation under the following headings:

Certification Body	Program	Year	Result
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Canada Organic Regime (COR) Applicants Note: If you are current certified with another Certification Body and moving certification to Pro-Cert, you are required to notify your current Certification Body and obtain a Letter of Good Standing.

Were there any non-compliances identified in these certifications? Yes No
 Has certification ever been suspended, canceled denied or revoked? Yes No

If **Yes**, state the reason and attach a copy of the notification:

Attach copies of the Certificate of Conformity, letter of transmittal and inspection report for the **most recent** certification event, **if not issued by Pro-Cert.**

5.0 CONTRACT FOR CERTIFICATION SERVICES

Applicant: _____ **Date:** _____

- (a) It is hereby agreed that the Applicant retains **Pro-Cert Organic Systems Ltd. (Pro-Cert)** for evaluation of conformity against the requirements of the programs as stipulated above.
- (b) The applicant agrees to the fees for certification as quoted and as outlined in Pro-Cert’s current applicable Certification Fee Schedule.
- (c) It is further agreed that the Applicant will pay upon receipt of an invoice from Pro-Cert such additional Costs incurred by Pro-Cert for surveillance during the certification period including but not limited to: (i) unannounced inspections, (ii) supplemental product inventory audits, (iii) additional forensic sample analyses and, (iv) surveillance actions. The rates and fees quoted in Pro-Cert’s current applicable Certification Fee Schedule.
- (d) The Applicant hereby affirms and verifies that the description of the operation and the procedures contained in the submitted System Plan(s) are accurate and complete and he, she or it: (i) has read the applicable portion of the standards or regulations; (ii) will manage the operation in accordance with the standards, regulations and/or governing laws during the certification period; (iii) will maintain accurate and current records of all certified produce and products managed by the Applicant as specified and required by the applicable standards, regulations and/or governing laws;
- (e) The Applicant agrees to operate according to their submitted System Plan(s) and to immediately notify Pro-Cert of changes to their operation, or portion thereof, that may affect compliance with the applicable standards, regulations and/or governing laws. The applicant further acknowledges that significant changes in procedures or scope of operation require an update the System Plan and re-evaluation, the intensity of which is to be determined by Pro-Cert. Further, that failure to notify Pro-Cert can result in suspension or loss of certification status.
- (f) The Applicant hereby authorizes Pro-Cert to obtain and review any and all documents or information relevant to the evaluation including but not limited to: previous certification inspection reports and documents.
- (g) The Applicant agrees that no products shall be sold and/or otherwise represented as certified prior to certification being granted by Pro-Cert and such products added to the Certificate of Conformity.
- (h) The applicant agrees to immediately notify Pro-Cert concerning any application of, or contamination from, prohibited substances to any certified portion and/or product of the operation.
- (i) Pro-Cert, its employees and contractors hereby agree to treat all business related information provided by or pertaining to the Applicant and or their products obtained during the course of certification as confidential. Pro-Cert will obtain written permission from the applicant before disclosing confidential information. Pro-Cert acknowledges that any information regarding the Applicant’s business, products, formulations, production practices, suppliers, customers lists or any information which Pro-Cert may have access to constitutes valuable, are special and unique assets of the Applicant and such constitutes Confidential Information. Pro-Cert is authorized to respond to legitimate inquiries as to the certification status of the applicant as may be received from time to time. The applicant acknowledges and grants Pro-Cert permission to publish information required and/or otherwise specified by the competent authorities and/or accreditors for the applicable standards, regulations and/or governing laws.
- (j) The Applicant hereby authorizes and provides Pro-Cert, an accreditation authority, government entity with jurisdiction or other governing body access to premises, product, facilities, inventories, records and documents during normal business hours for the purpose of inspection, audit, verification of compliance or analysis, copying and examination for the determination of compliance with applicable standards, regulations and/or governing law, whether such access is arranged or unannounced.
- (k) The applicant hereby agrees to maintain a record of all complaints made know to the Applicant relating to compliance with applicable standards and regulations and to make these records available to Pro-Cert when requested. The Applicant further agrees to take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with applicable standards and regulations and to document such actions.
- (l) The Certificate of Conformity when issued and current entitles the applicant to display the Pro-Cert Certification Mark(s) on produce and product labels and to use the same in advertising material provided that Pro-Cert first reviews the wording of the said labels and materials. This license terminates with temporary or permanent withdrawal, suspension, revocation and/or cancellation of the Certificate of Conformity and/or upon lapse of the same. The Pro-Cert Certification Marks **may** appear on product labels while identification of Pro-Cert as the certification body of record **must** appear as required by the applicable, standards, regulations and/or governing laws.

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- (m) The Applicant hereby acknowledges that Pro-Cert has the right to suspend, cancel, revoke or deny certification status when non-conformity with aforementioned standards and regulations is confirmed and that he, she or it agrees to terminate all reference to certification in the event of such action and further that Pro-Cert has the right to advertise such action as it sees fit. In the case of suspension, cancellation or revocation upon the date of notification of the same and during the specified period the applicant will make no misleading claims as to the status of certification, and cease to use the certification mark on the products concerned by the suspension, cancellation or revocation. In addition, Pro-Cert may require that no certified product be put up for sale and that non-conforming product be subject to a corrective action, including product recall and label correction. The Applicant is entitled to request an Appeal of adverse certification decisions, including but not limited to suspension, cancellation, revocation and/or denial in keeping with the requirements of the applicable programs and to be conducted in accordance with the procedures outlined in Pro-Cert's Certification Decision Appeal Procedure, available on request and to be provided to the applicant upon proposal an aforementioned adverse certification decision.
- (n) The Applicant acknowledges that any use of Pro-Cert's name and/or marks without express permission from Pro-Cert is strictly prohibited and is an infringement on Pro-Cert's rights. Further, that in such case, Pro-Cert is entitled to reasonable fees and costs associated with bringing a civil action, arbitration or mediation to enforce Pro-Cert's rights to its name and/or marks.
- (o) The Applicant agrees to destroy or return to Pro-Cert all packaging, labeling and promotional materials and/or any other media bearing the Pro-Cert name and/or marks upon notice from Pro-Cert.
- (p) The applicant agrees to reproducing certification documents in their entirety when providing copies to other parties.
- (q) The Applicant agrees to not misrepresent the certification status of the operation and its end products, and not use its certification in such a manner as to bring Pro-Cert into disrepute. Further, the Applicant will not make any statement regarding its certification which Pro-Cert may consider misleading or unauthorized;
- (r) The Applicant or Representative hereby also acknowledges that there are penalties for misrepresentation of product as certified and for the making of false statements to Pro-Cert.
- (s) The Applicant agrees that all information submitted to Pro-Cert via the email address identified above and/or updated by the applicant from time to time per their notification will be considered and recognized as having the same validity as information transmitted by other recognized means. Further, by provision of an email address, the Applicant has granted consent to Pro-Cert to provide information related to Pro-Cert and/or it's programs as deemed necessary from time to time.
- (t) The applicant hereby agrees to use of the English language in this and all other related documents.
- (u) The applicant agrees to indemnify and hold harmless Pro-Cert from and against all manner of actions, claims, expenses (including all legal costs such as attorney's fees, court costs, and settlement expenses), demands, loss, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, caused by, arising out of or attributable to the performance of this agreement.

Applicant (Legal Entity)

Signature of Applicant(s) or Representative

Date

For Office Use Only:

Pro-Cert Organic Systems Ltd.

Signature & Title

Date

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