



Licence Agreement

Parties

1. BioGro New Zealand Limited

AND

2. [.....]

Morrison Kent

Lawyers
Wellington and Auckland

Wellington Office

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“BioGro Organic Standards” means those standards attached to this Agreement as Schedule 5;

“Commencement Date” means the date on which the parties enter into this Agreement.

“Code of Practice for BioGro Certification” means the Code of Practice attached to this Agreement as Schedule 4;

“GST” means goods and services tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.

“Intellectual Property” means all intellectual property owned by the NZBPCC or the Licensor including but not limited to the Code of Practice for BioGro Certification, BioGro New Zealand Organic Standards, the Trade Marks and all other associated material whatsoever;

“Licence Fees” means those fees set (and which may be amended from time to time) in the Licensor’s sole discretion and attached to this Agreement as Schedule 3;

“Working Day” means any day of the week other than Saturday, Sunday, Christmas Day, Boxing Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign’s Birthday, Waitangi Day, and Wellington Anniversary Day;

1.2 In this Agreement:

(a) References to any “party” mean a party to this Agreement and include the successors, executors, administrators and permitted assignees (as the case may be) of that party;

(b) Expressions defined in the main body of this Agreement have the defined meaning in the whole of the Agreement, including the background;

(c) Section, clause and other headings are for convenience only and will not affect the interpretation of this Agreement;

(d) Reference to one gender includes each other gender;

(e) Singular will include plural and vice versa;

(f) Where any term defined in this Agreement takes a different form for reasons of grammar, the different form has a corresponding meaning;

(g) References to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental and other regulatory bodies or authorities and other entities, in each case whether having separate legal personality or not;

(h) Reference to a statute or regulation will include all amendments and re-enactments thereof and any subordinate legislation made thereunder;

- (i) Reference to “dollars” and “\$” refers to New Zealand dollars (NZ\$) exclusive of goods and services tax unless specifically stated otherwise;
- (j) Any provision requiring performance of two or more parties shall bind those parties jointly and severally;
- (k) Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- (l) The terms “written” and “in writing” include any means of reproducing words, figures or symbols in a tangible and visible form.

2. Term

2.1 This Agreement shall take effect from the Commencement Date and shall continue until terminated in accordance with clause 12 (“the Term”).

3. Licence

3.1 The Licensor hereby grants the Licensee a non-exclusive, non-transferrable licence to use the Trade Mark for the Term of this Agreement (“the Licence”).

3.2 For the avoidance of doubt, the rights granted under the Licence may only be exercised for the Term of the Agreement.

4. Licence Fees

4.1 In consideration of the Licence granted, the Licensee will pay to the Licensor all applicable Licence Fees immediately when they fall due.

5. Licensor’s Obligations

5.1 The Licensor shall at all times during the Term maintain the Trade Marks and monitor their use in accordance with the Code of Practice for BioGro Certification and the BioGro Organic Standards to ensure that all licensees including the Licensee comply with such requirements and to retain value in the Trade Marks.

6. Terms of Use

6.1 The Licensee may develop, manufacture, distribute and sell products certified by the Licensor using the Trade Marks during the Term.

6.2 The Licensee must at all times use the Trade Marks in a manner consistent with Schedule 1 and in accordance with Schedule 2 including but not limited to their appearance and colour, and in relation to the permitted classes of goods.

6.3 The Licensee agrees to submit to the Licensor (at its Head Office in Wellington) all artwork, packaging or labelling on which they intend to use or incorporate the Trade Marks for the Licensor's prior written approval.

6.4 The Licensee agrees that they will not use the Trade Marks without the prior written approval of the Licensor.

6.5 The Licensee must at all times during the Term act in accordance with the Code of Practice for BioGro Certification and the BioGro Organic Standards.

7. Ownership

7.1 The Licensee acknowledges the Licensor's common law and other proprietary rights in the Trade Mark, and agrees that nothing in this Agreement transfers any such common law or other proprietary rights in the Trade Marks, or any other Intellectual Property belonging to the Licensor, to the Licensee.

7.2 The Licensee shall not cause or permit anything to be done which may damage or endanger the title of the Licensor to the Trade Marks and shall not allow others under their control to do so.

7.3 The Licensee agrees not to adopt, use, permit the use of, register or attempt to register as a trade mark, any term or translation having the same meaning as the Trade Marks (being words, symbols or pictures, or any combination thereof) which is confusingly similar to the Trade Marks.

8. Assignment and Sub-Licensing

8.1 *Assignment:* The Licensee shall not at any time without the prior written consent of the Licensor assign, sell, transfer, lease or otherwise dispose of any of the rights and obligations arising out of the Licence or authorise any other person to use the Trade Marks.

8.2 *Sub-Licensing:* The Licensee may not grant sub-licences in respect of any or all of the rights granted to it under the terms of this Agreement, or otherwise authorise the exercise by other parties, of any or all of such rights, in accordance with the terms of this Agreement.

9. Infringement

9.1 The Licensee and the Licensor shall notify each other immediately upon becoming aware of any unauthorised use, application or misappropriation of the Trade Marks or other Intellectual Property by an unauthorised person.

9.2 The Licensor may take preliminary action in respect of such unauthorised use as it deems appropriate, including obtaining legal advice, issuing cease and desist correspondence and commencing formal legal proceedings in any court or tribunal in respect of such use. Should the Licensor in its sole discretion determine that any such action should be taken, the Licensee shall co-operate in the conduct of such action as may be necessary to prevent the continuation of such infringement or any threatened infringement.

9.3 The Licensor shall bear the costs associated with any action which is taken under clause 9.2, unless such action is necessary as a result of the actions or inactions of the Licensee.

10. Warranties by Licensor

10.1 The Licensor warrants that it has full common law and other proprietary rights to, and copyright in, the Trade Marks.

11. Force Majeure

11.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement to the extent that such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").

12. Termination

12.1 Either party may terminate this Agreement by providing at least two (2) calendar months' prior written notice to the other party.

12.2 The Licensor shall be entitled to terminate this Agreement immediately by notice in writing if:

- (a)** The Licensee commits a breach of any of the terms of this Agreement, and, if that breach is capable of remedy, fails to remedy that breach within 60 days following the Licensor giving notice to the Licensee requiring that remedy; or
- (b)** The Licensee fails to pay any fees owing to the Licensor more than 60 days following the date that they fall due; or
- (c)** The Licensee is liquidated or passes an effective resolution for liquidation; or
- (d)** The Licensee compounds or makes any arrangement with its creditors; or
- (e)** Any receiver is appointed of any of the assets of the Licensee; or
- (f)** The Licensee becomes subject to a deed of company arrangement; or
- (g)** The Licensee becomes insolvent; or
- (h)** The Licensee ceases to carry on business;

and the terms of this Agreement and all rights of the Licensee shall cease and determine from the date of that notice but without prejudice to the rights and remedies of either the Licensee or the Licensor for any previous breach of any of the terms of this Agreement.

12.3 Upon expiration or termination of this Agreement, the Licensee will within a period of six (6) months cease all use of the Trade Marks (including but not limited to removing products bearing the Trade Marks from circulation) and shall promptly return to the Licensor the Trademark digital storage device given to Licensee (if any).

13. Indemnity

13.1 The Licensee fully indemnifies and holds harmless the Licensor, including its directors, officers, employees or agents, against any damages, loss, costs (including but not limited to legal fees) and expenses arising out of or in connection with the operation of the Licensee's organic operation, its products or resulting out of any misuse by the Licensee of the Trade Marks, any breach of the Code of Practice for BioGro Certification or the BioGro Organic Standards, or arising out of any violation by the Licensee of the terms and conditions of this Agreement.

14. Notices

14.1 *Service of notices:* Any notice given under this Agreement must be in writing and (with the exception of email) signed by a person duly authorised by the sender. Any such notice will be deemed to be validly given if personally delivered, posted, or forwarded by email to the address of the party to be notified set forth below or to such other address as the party to be notified may designate by written notice given to all other Parties:

Licensor:

BioGro New Zealand Limited
Digital Nomad, 6 Herd Street, Clyde Quay Wharf, Te Aro, Wellington 6011, New Zealand

Telephone: (04) 801 9741
Email: info@biogro.co.nz
Attention: Donald Nordeng, Chief Executive Officer

Licensee:

Name:
Address:

Telephone:
Email:
Attention:

14.2 *Time of service:* Any notice given under this Agreement will be deemed to be validly given:

(a) in the case of delivery by hand, on delivery at the address of the addressee provided at clause 14.1;

(b) in the case of posting, if posted within New Zealand to an address in New Zealand, on the second Working Day following the date of posting, or if posted by airmail from one country to another, on the seventh Working Day following the date of posting; or

(c) in the case of email, on receipt by the sender of an email message indicating that the email has been opened at the recipient's terminal, **provided that** any notice personally delivered or, in the case of an email, sent or received either after 5.00pm on a Working Day or on any day that is not a Working Day will be deemed to have been received at 9.00am on the next Working Day, it being agreed that for the purposes of this clause only, Working Day has the meaning given that term at clause 1.1.

15. No Partnership

15.1 Nothing in this Agreement constitutes any party a partner of any other party nor, except as expressly provided in the Agreement, constitutes any party an agent or representative of any other party, and as such no party has authority to act on behalf of any other party except as maybe expressly provided in this Agreement.

16. Dispute Resolution

16.1 In the event of any dispute arising between the parties about the contents or interpretation of this Agreement then the following shall occur:

16.2 The parties shall make reasonable endeavours to resolve the dispute by negotiation between themselves;

16.3 If such efforts are unsuccessful after ten (10) Working Days of the dispute arising the parties will submit the dispute to mediation in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc with a mediator appointed by the President of the New Zealand Law Society, if the parties are unable to agree on such appointment;

16.4 In the event of the mediation referral being unsuccessful after 30 Working Days from submission of the dispute it shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996.

17. Entire Agreement

17.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter and it replaces all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the parties with respect to the matters covered in this Agreement.

18. Governing Law and Jurisdiction

18.1 This Agreement will be governed by, and construed in accordance with the laws of New Zealand. The parties irrevocably submit to the jurisdiction of the Courts of New Zealand with

respect to any legal action, suit or proceeding or any other matter arising out of or in connection with this Agreement.

19. Counterparts

19.1 This Agreement may be executed in any number of counterparts (including photocopies, facsimile copies and scanned copies) each of which is to be deemed an original, but all of which together are to constitute a binding and enforceable agreement between the parties.

19.2 The transmission by facsimile or by email by a party to the other parties of a counterpart copy of this Agreement signed by that party shall be deemed to be proof of signature of the original and the signed facsimile or emailed scanned copy so transmitted shall be deemed an original.

In Witness of which this Agreement has been signed.

Signed by)
BioGro New Zealand Limited)
by) (Name)
)
)
) (Designation)

Date.....20()

Witnessed by:

..... (signature)

..... (name)

..... (occupation)

..... (address)

Signed by)
[])
by) (Name)
)
)
) (Designation)

Date..... 20()

Witnessed by:

..... (signature)

..... (name)



..... (occupation)

..... (address)

SCHEDULE 1

TRADE MARKS

New Zealand

Trade Mark	Registration No	Class(es)	Specification	Status
 <p>The logo is circular with a green border. Inside, the word "CERTIFIED" is at the top, "ORGANIC" at the bottom, and "bio gro" in the center. Below "bio gro" are the letters "NZ" and "CERT".</p>	1024301	29, 30, 31, 32, 33	All goods in each class	Pending
 <p>The logo is circular with a red border. Inside, the words "CERTIFIED" and "INPUT FOR ORGANICS" are at the top and bottom respectively. In the center, "bio gro" is written, with "NZ" and "CERT" below it.</p>	1024302	29, 30, 31, 32, 33	All goods in each class	Pending

SCHEDULE 2

HOW TO USE OUR LOGO

See separate attachment

SCHEDULE 3

FEES AND LEVIES

Refer to BioGro Rate Card

SCHEDULE 4

CODE OF PRACTICE FOR BIOGRO CERTIFICATION

1. Introduction

This Code of Practice has been structured in accordance with the requirements of IFOAM Accreditation, ISO 17020, ISO 17065 and the Ministry for Primary Industries Official Organic Assurance Programme, which BioGro works under. A current list of BioGro's accreditations and the scope of those accreditations is available on the BioGro website and in the BioGro Annual Reports.

2. Scope

BioGro provides organic certification services to persons, firms and companies (each a "Licensee") that are clients of BioGro. This Code of Practice sets out the terms by which BioGro provides certification services to Licensees, and the responsibilities of BioGro and the Licensee. It should be read in conjunction with the BioGro Licence Agreement.

The services of BioGro may, in its absolute discretion, be fulfilled by BioGro itself by its own employees or by BioGro entrusting them to an affiliated company or to any other person or organisation. Where part of the work is subcontracted to others BioGro retains full responsibility for granting, maintaining, extending, reducing, suspending or withdrawing certification and for ensuring that properly documented agreements are in place.

3. Legal status

BioGro is a limited liability company having its registered office in Wellington, New Zealand. BioGro is wholly owned by The Soil And Health Association Of New Zealand Incorporated (S&H) Charities Registration number: CC36749.

4. Confidentiality

BioGro maintains confidentiality at all levels of its organisation concerning information obtained during its business. Except for a schedule of all Licensees names, addresses and scopes of certification which will be placed in the public domain, no information will be disclosed to any third party without the Licensees agreement unless required by BioGro's accreditation bodies or in response to a legal process. If disclosure is a legal requirement, BioGro will inform the Licensee.

5. Organisational structure

A copy of the organisation chart of BioGro, showing the responsibility and reporting structure of the organisation, and documentation identifying the legal status of BioGro are available on request from the BioGro office.

6. General conditions

To obtain and retain certification, the Licensee must comply with the following procedures and rules:

- (a) the Licensee must comply with the requirements of the current version of the BioGro Organic Standards, and /or the nominated standard and/ or nominated regulation and certification requirements;
- (b) the Licensee must allow BioGro, its authorised agents, its external accreditation bodies, importing country officials, and observers if applicable, reasonable access to visit any property, inspect all premises and equipment or interview staff for the purposes of verifying that the means and state of production comply with the BioGro Organic Standards and /or the nominated standard and / or regulation;
- (c) the Licensee must make available to BioGro, its external accreditation bodies and importing country officials all documents, samples of products, records of production and sales, plans, drawings, laboratory test results, specifications and other information required by BioGro to complete the assessment;
- (d) the Licensee must make all necessary arrangements for the investigation of complaints by BioGro;
- (e) the Licensee must nominate one or more persons as an Authorised Person who must have day to day responsibility for the Licensee's BioGro certified operations and who is authorised to maintain contact with BioGro, and BioGro will, if that Authorised Person can demonstrate competence and knowledge in organic production to BioGro's satisfaction, approve that person as an Authorised Person;
- (f) the Licensee must pay any fees due by agreed terms;
- (g) the Licensee must promptly inform BioGro, verbally and in writing, if an event occurs which is a breach of the BioGro Organic Standards and /or nominated standard and /or regulation for their operation (for example, if a prohibited material drifts onto their certified property from a neighbouring property);
- (h) The Licensee shall maintain a register recording all customer complaints and safety-related incidents reported by an enforcing authority or users relating to those covered by the Certificate and subsequent actions, and make this available to BioGro on request;
- (i) the Licensee must uphold the reputation of BioGro and not use their certification in such a way that brings BioGro into disrepute or make any statement regarding their certification that BioGro may consider misleading or unauthorized.

- (j) the Licensee must accept, in cases where the licensee and/or subcontractors of licensee are checked by different certification body or authorities, or when the Licensee withdraws from certification with BioGro to become certified with a different certification body, or when a Licensee is certified with BioGro and an additional certification body, BioGro may exchange information with such certification body or authorities where necessary.

7. Application for Certification, Assessment, and Audit

Once BioGro has received a correctly completed application (Organic Management Plan) from a Licensee, together with any fees owing, the application will be assessed by BioGro for compliance with the BioGro Organic Standards and /or nominated standard and /or nominated regulation. The application will then be issued to an auditor who will carry out the onsite audit of the operation and the Licensee's management. BioGro reserves the right to use contract auditors for any application.

BioGro, if not satisfied that all standards and certification requirements are met, will inform the Licensee of those aspects in which the application has failed. When the Licensee can show that remedial action has been taken by it, within the time limit specified by BioGro, to meet all the requirements, BioGro will arrange to repeat only the necessary parts of the assessment. If the Licensee fails to take acceptable remedial action within the specified time limit it may be necessary for BioGro to repeat the assessment in full. BioGro may charge additional fees to repeat the assessment.

The Licensee acknowledges that signing this contract and completing an application form does not necessarily mean that the licensee will be granted certification by any regulatory or accreditation bodies or by BioGro.

The Licensee acknowledges that signing this contract and completing an application form does not necessarily mean that any products exported overseas will be accepted by an importing country.

8. Certification

When BioGro is satisfied that the Licensee meets all the requirements of the BioGro Organic Standards and /or the nominated standard and / or nominated regulation, it will issue a Certificate and accompanying Annexes which identifies the conforming sites and/or products. The Certificate and accompanying Annexes will be forwarded to the Licensee

The BioGro Certificate and accompanying Annexes will remain the property of BioGro, but may be copied or reproduced for the benefit of a third party provided it is made clear that it is a copy. If the Licensee provides copies of the certification documents to a third party, the documents must be reproduced in their entirety or as specified in the certification programme.

The Certificate will remain valid for the period stated on the certificate unless further audits or information reveals that the management system, practices

and / or products of the Licensee no longer meet the BioGro Organic Standards and /or nominated standard and /or regulation.

9. Certification Marks. Logos and Seals

Licensees with a current Certificate may use the BioGro logo. If the Licensee uses the BioGro logo, the logo must be used in accordance with the rules for use of the BioGro logo set out in the document “Use of the BioGro Logo” which is available on the BioGro website.

Licensees with a current certificate for BioGro’s IFOAM programme, and who complete the IFOAM seal agreement, may also use the IFOAM Seal with the BioGro logo. If the Licensee uses the IFOAM seal with the BioGro logo, it must be used as set out in the document “IFOAM seal agreement” available from the BioGro office.

These documents may be varied by BioGro from time to time, and if varied BioGro will advise the Licensee of the nature of the variation in writing, as well as indicating how long the Licensee must comply with any such changes.

Licensees with a current BioGro Certificate for regulated export markets (e.g. USDA NOP) must use the export market’s seal or logo in accordance with the labelling requirements of the export market regulations and standards.

10. Surveillance

Periodic surveillances will be carried out by BioGro and will cover aspects of the management system, documentation, growing, manufacturing and distributing processes and products, depending on the type of certification services provided, at the discretion of the nominated auditor or at the direction of BioGro.

The Licensee must give access to all sites or products for surveillance purposes whenever deemed necessary.

BioGro will reserve the right to make unannounced visits as required.

The Licensee will be informed of the results of each surveillance visit.

11. Certificate renewal

Certificates must be revalidated prior to the current certificate expiring. The Licensee is responsible for timely certificate renewal. BioGro will normally inform the Licensee of the requirement for Certificate renewal during the current certification cycle.

12. Extension of Certification

To extend the scope of a Certificate to cover additional sites or products, a written application must be provided to BioGro by the Licensee. Once BioGro has received a correctly updated Organic Management Plan from the Licensee, an assessment will be carried out by BioGro on those areas not previously covered, and an onsite audit may be required. The fee for

extending the scope of certification will be based on the nature and program of work.

Following a successful assessment and payment of any resultant fees, a new Certificate and / or Annex will be issued and the Licensee must return the superseded certification documents to BioGro.

13. System / production modification

The Licensee must inform BioGro, in writing, of any intended change to the management system, products or manufacturing process, or any change of location or change in day to day manager or in the Licensee which may affect compliance with the BioGro Organic Standards and /or nominated standards and regulations.

BioGro will determine whether the notified changes require additional assessment.

Failure to notify BioGro of any intended modification may result in a critical non-compliance and suspension of the Licensee's certification.

14. Certification claims by Licensee

A Licensee may refer in communication media that its management system or products have been certified and may apply the relevant BioGro certification mark to products, stationery and promotional material relating to the scope of certification as set out in the BioGro certificate and accompanying Annexes, provided the Licensee's BioGro number and contact details are included.

Any claims regarding certification must be consistent with the scope of certification.

In every case, the Licensee must ensure that in its promotional material, no confusion arises between certified and non-certified products and sites, and in the stages of certification such as Conversion and Full organic. The Licensee must not make any claim that could mislead third parties to believe that certain systems, products and sites are certified full organic when, in fact, they are not, or they have conversion status not full organic status. If the Licensee is unsure about this then he/she will check with BioGro before publication of that material.

15. Misuse of Certificate and certification mark, logos and seals

BioGro will take suitable action, at the expense of the Licensee, to deal with incorrect or misleading references to certification or use of BioGro and/or other accreditation body or regulatory certification marks, logos and seals.

These actions may include a critical non-compliance, suspension or withdrawal of the Licensee's certificate and the right to use the BioGro logo and / or IFOAM seal and / or export market seal or logo. BioGro may also take legal action and / or publish the transgression.

16. **Complaints and non-compliant product**

The Licensee must keep a record of all complaints made known to them relating to a product's compliance with the BioGro Organic standard and /or the nominated standard and / or nominated regulation. and make these records available to BioGro on request. In addition, the Licensee must:

- (a) take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- (b) document the actions taken.

17. **Suspension of Certificate**

A Certificate may be suspended by BioGro for a limited period in cases such as the following:

- (a) if a Non-Compliance has not been satisfactorily complied with within the designated time limit;
- (b) if a case of misuse as described in Clause 15 is not corrected by suitable retractions or other appropriate remedial measures by the Licensee;
- (c) if there has been any contravention of the BioGro Organic Standards, and /or nominated standard and /or nominated regulation, Code of Practice or rules governing the use of the BioGro logo, accreditation body or regulatory certification marks, logos and seals;
- (d) if there is no Authorised Person in day to day management control of the Licensee's organic operations; and / or
- (e) if products are being placed on the market in an unsafe or non-conforming condition.

The Licensee must not identify themselves as certified and must not use any Certification Mark on any products that have been offered under a suspended Certificate.

The Licensee must notify all persons/outlets supplied, advising them that the BioGro licence has been suspended.

BioGro will confirm in writing to the Licensee the suspension of a Certificate. At the same time, BioGro will indicate under which conditions the suspension will be removed. At the end of the suspension period or earlier, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfilment of these conditions the suspension will be lifted and the Licensee notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate will be withdrawn.

All costs incurred by BioGro in suspending and reinstating a Certificate will be charged to the Licensee.

18. Withdrawal of Certificate

A Certificate may be withdrawn if

- (a) the Licensee takes inadequate measures in case of suspension, which may include non-appointment of an acceptable Authorised Person;
- (b) the products do not conform to the BioGro Organic and /or nominated standard and /or nominated regulation;
- (c) the Licensee no longer offers the products, processes or services;
- (d) BioGro terminates its Licence Agreement with the Licensee.

In any of these cases, BioGro has the right to withdraw the Certificate by informing the Licensee in writing. The Licensee may give notice of appeal (see Clause 21).

In cases of withdrawal any reimbursement of fees will be at BioGro's discretion and withdrawal of the Certificate may be published by BioGro and notified to the appropriate accreditation bodies and other authorities.

19. Cancellation of Certificate

A Certificate will be cancelled if:

- (a) the Licensee advises BioGro in writing that they do not wish to renew the Certificate;
- (b) the Licensee no longer offers the products, processes or services;
- (c) the Licensee goes out of business; and / or
- (d) the Licensee does not timely commence the Certificate renewal process.

In cases of cancellation any reimbursement of fees will be at BioGro's discretion and cancellation of the Certificate may be published by BioGro and notified to the appropriate accreditation bodies and other authorities.

20. Recognition of other organic certification bodies

BioGro will generally recognise the certifications of other IFOAM accredited organisations who are signatories to a multilateral agreement on mutual recognition where this does not compromise the integrity of BioGro certification, and where equivalent BioGro certified products are not available

in satisfactory quality and quantity. BioGro reserves the right to recognise or not recognise any body or any certification at its sole discretion.

21. Appeals

If, for any reason, notification is given which may result in a Certificate not being issued, suspended or being withdrawn, the Licensee has the right to appeal.

Notification of the intention to appeal must be made in writing and must be received by BioGro together with relevant supporting facts and data for consideration during the Appeals process. The written notice of intention to appeal and the appeal fee must be received by BioGro within fifteen working days of the Licensee being sent notification of the non-issue, suspension or withdrawal of the Certificate.

The Licensees appeal is forwarded to BioGro and is put to the BioGro Appeals Committee.

BioGro submits documentation to the Appeals Committee to support its decision to withhold, suspend or withdraw the Certificate.

The decision of the committee will be final and binding on both the Licensee and BioGro. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

In instances where the appeal has been successful, and the Certificate issued or reinstated, no claim can be made against BioGro for reimbursement of costs or any other losses incurred as a result of the withholding, suspension or withdrawal notification.

22. Complaints

If a Licensee has cause to complain regarding the conduct of BioGro's personnel, the complaint must be made in writing, without delay, and addressed to the Chief Executive Officer of BioGro. If the complaint is made against the Chief Executive Officer, the letter of complaint must be addressed to the Chairperson of BioGro.

23. Fees

Fees will be established by BioGro from time to time, and any such changes will be advised to the Licensee in writing. The Licensee undertakes to pay all BioGro invoices by the due date indicated on the BioGro invoice.

BioGro reserves the right to add to, delete or change this code of practice without prior notification.

24. Information management

BioGro will store all Licensee files and information for a period of five years from the date of withdrawal or cancellation of a Certificate.

The Licensee will have full access to all records concerning their registration to participate in the OOAP held by BioGro.

The Licensee acknowledges that MPI may have access to and use the data and information contributed by that Licensee for administration, development and reporting on the OOAP.

SCHEDULE 5

BIOGRO ORGANIC STANDARDS

<https://www.biogro.co.nz/biogro-standards/?rq=standards>