

OF&G Quality Manual	RD265 Declaration and Licensing Agreement for Biofertiliser Certification Scheme (BCS)
Linked documents:	RD261, RD263
Docs referred to:	PAS110, Quality Protocol for Anaerobic Digestate, BCS Scheme Rules.

It is a condition of certification that all licensees sign their agreement to the following conditions. To be signed at application and annually thereafter.

On Behalf of (Company name):	
I agree to the statements given below	
Signed:	
Print Name:	
Date:	
I declare that:	
1. General	
1.1	The information given in the Application/Annual Inspection Questionnaire is, to the best of my knowledge, accurate and forms the basis of an agreement with Organic Farmers & Growers C.I.C. (OF&G).
1.2	I have read PAS110, and the Quality Protocol for Anaerobic Digestate (or the Scottish equivalent) and confirm that the provisions of the relevant standards contained therein have been observed from the date of this application, or the date specified, and will be henceforth.
1.3	I agree to permanently carry out operations in accordance with PAS110 and the Quality Protocol for Anaerobic Digestate (or the Scottish equivalent).
1.4	I understand that BCS Standards do not override statutory regulations but are in addition to them. I undertake to register my enterprise with the appropriate statutory authority (or authorities) and comply with all relevant regulations and codes of good practice.
1.5	I undertake to make available to OF&G, upon request, inspection reports, recommendations, discharge licenses etc. from Statutory Authorities.
1.6	I agree to inform OF&G immediately I become aware of any current, recent (within the last 12 months) or pending investigations or prosecutions.
1.7	I agree to immediately notify OF&G of any changes of ownership or management or changes to the production and storage facilities, products or input materials, which take place after these have been approved as part of certification or re-certification.
2. Data Protection and Use of Information	
2.1	I agree, on behalf of my organisation and all associated units and subcontractors, to permit OF&G to hold and supply to government departments and other relevant bodies, information obtained for the purposes of certification. These bodies may publish this data as a Public List. OF&G treats this data in confidence and will not disclose it to any other third party except where required or permitted to do so by law. Your signature on this declaration constitutes consent to this use of data.
2.2	OF&G also maintain a list of operators and their address and enterprise details, which we can supply to enquirers for the purposes of marketing and research. Please tick this box if you DO NOT want to be included on this list.

3. Sub-Contractors	
3.1	I agree to provide a list and a description of the activities of all units (including storage) and subcontractors involved in the production or preparation of biofertiliser and which are contracted out to third parties, in part or in total. I undertake to ensure that such units agree to have their operations subject to the inspection regime.
4. Access	
4.1	I agree to provide access during normal working hours, for either arranged or unannounced visits, to Inspectors appointed and/or contracted by OF&G for the purpose of carrying out surveillance inspections and to provide access to any areas or information deemed necessary for the purposes of the inspection.
5. Sampling	
5.1	I agree to permit OF&G to take samples for testing of products or for checking production techniques or for detecting possible contamination by unauthorised products and to submit the results of our own voluntary inspection and sampling programmes where required.
6. Use of Licence and BCS Logo	
6.1	I will make claims regarding certification only in respect of the enterprises and products that comply with the requirements of the BCS and for which certification has been granted.
6.2	I will not use the product certification in such a manner as to bring OF&G or the BCS into disrepute.
6.3	I will endeavour to ensure that no certificate or any part thereof is used in a misleading manner and will not make any statement regarding certification, which OF&G may consider misleading or unauthorised.
6.4	I will ensure that references to certification on packaging and marketing materials, comply with the requirements of the BCS by submitting them to OF&G for approval before use.
7. Cancellation or Suspension of Certification	
7.1	I understand that OF&G will notify Renewable Energy Assurance Ltd and the Environment Agency if the certificate is terminated or if a Manifest Infringement, which causes a batch of produce/product to lose its status, is identified
7.2	Upon cancellation or suspension of BCS certification, I will discontinue the use of all advertising matter that contains any reference thereto and return my certification documents as required by OF&G. I will not produce or market products as compliant with the BCS thereafter using the BCS or OF&G logos or any reference to the BCS without the approval of OF&G. I will inform buyers of the product/s in writing and in good time, in order to ensure that the indications referring to the BCS compliant production method are removed from them.
8. Payment of Fees	
8.1	I will pay all fees and costs related to the Certification Scheme as determined and published by the OF&G Board, in accordance with their credit terms.