

General Business Contract

governing the relationship between FiBL and input manufacturers, traders and distributors concerning Input Lists for organic farming

4 November 2019

1. Subject

This General Business Contract governs the relationships between FiBL and companies in the context of Input Lists for organic farming (currently the lists for Switzerland, The Netherlands and Italy). The Input Lists are public directories of inputs which may be used by certified organic farmers in the countries for which the respective Input List is published.

2. Partners in this contract

The partners in this contract are:

‘FiBL’: Research Institute of Organic Agriculture FiBL

‘Companies’: all companies which register for any of the Input Lists as specified above or which supply information in the context of the application of an input for any of the Input Lists, such as input manufacturers and traders.

3. Acceptance by companies

Upon registration for any of the Input Lists or by sending documents intended for evaluation, input companies accept the General Business Contract.

4. Validity

FiBL reserves the right to adapt the General Business Contract whenever necessary. The most recent version which is published on the website for the European Input List is the only valid version. This applies for all documents available on the websites of FiBL related to its Input Lists. This General Business Contract shall be valid for an indefinite period. However, if a company has not listed any products in any of the Input Lists

governed by this contract, this General Business Contract shall cease to apply after two years.

5. Language

The correspondence between companies and FiBL may be held in English as well as in those languages accepted by the different national teams of FiBL. FiBL reserves the right to reject any information in other languages.

6. Obligation for truthful information

Companies are obliged to inform FiBL about the products completely and truthfully. FiBL has the right to request additional information or evidence and to ask for updating of previously given information any time. FiBL may request documents, statements from companies or from third parties or other materials as evidence. Upon request, companies are obliged to provide such documents promptly.

7. Obligation to notify FiBL of changes or suspicions

Companies are obliged to inform FiBL immediately about any changes relating to product characteristics. In particular, companies are obliged to notify FiBL of any changes in product composition, manufacturing process, registration and any other aspects of which the companies suspect that they might be relevant for product evaluation and/or the listing in any of the Input Lists. Companies are also obliged to inform FiBL immediately about any changes relating to the company shown in any of the Input Lists, e.g. changes in company name, address or legal form.

If a company has reasons to suspect that the inclusion of one of its products in any of the Input Lists might be incorrect for whatever reason, it is obliged to inform FiBL immediately.

8. Compliance with relevant legislation

Companies are obliged to make sure that the use of a product complies with the relevant EU and applicable national legislation before they apply the product for any of the Input Lists.

9. Claims of plant protection / biocidal effects

Plant protection / biocidal effects may only be claimed for products which are authorized for that purpose in the respective country. For example, no plant protection effects may be claimed for fertilizers, soil conditioners, biostimulants and related products, and no biocidal effects may be claimed for cleaning agents. This requirement applies for all written and other information materials (e.g. videos).

10. Confidentiality

Information which is supplied to FiBL as a business secret will be treated confidentially. Details are specified in a secrecy undertaking which is entered by FiBL and the companies. Secrecy undertakings shall remain valid regardless whether the work related to any of the Input Lists is discontinued.

11. Evaluation criteria

FiBL bases its product evaluation on the current interpretation of applicable laws in this field, on directives of the competent authorities and on decisions and requirements by the national partners, finally reflecting the principles of organic farming and their application to the national context. Additional criteria represent the state of the art of science, decisions of registration authorities and legitimate consumer expectations. An overview on the basic admission criteria is published on the European Input List website. The supplemental admission criteria applicable to the different national Input Lists are published on the respective project websites of FiBL.

By applying a product for any of the Input Lists, companies consent to the publication of the product in the respective national Input Lists and the European Input List. FiBL decides on the assignment of products to individual categories within the list and on the inclusion of comments and restrictions concerning the product or its use.

12. Data protection, data processing

With the registration of the company and/or the notification of a product, companies consent to the storage and processing of data. Data processing serves the purpose of product evaluation and publication as requested by the companies, and to conduct the corresponding business. The data may also be used to inform companies about the activities of the companies of the FiBL group in the field of input evaluation. Data are processed on the legal base of Art. 6, paragraph 1, lit a (consent) and Art. 6, paragraph 1 lit b (performance of a contract) of the European General Data Protection Regulation No 2016/679. Data subjects have the right to withdraw their consent at any time.

13. Product analysis

FiBL bases the evaluation of products on the information supplied by companies. In addition, FiBL has the right to carry out additional investigations including in particular chemical analyses, but is not obliged to carry out such investigations. FiBL has the right to request product samples for such investigations or analyses any time. Product samples must be supplied to FiBL within ten working days after the request has been made.

14. Suspension on suspicion

If samples are not provided within ten working days after request, or if FiBL has any other reasons to assume the inclusion of a product in any of the Input Lists might be incorrect, it has the right to suspend the listing of that product temporarily. In this case, FiBL is obliged to notify the company immediately.

15. Publication of circumstances and considerations leading to suspension or de-listing

In case that the listing of a product is suspended or that a product is de-listed, FiBL may publish the circumstances and considerations leading to this action. Before publication, the company is given a period of five working days to comment on the text which FiBL intends to publish. The company may also prepare a counterstatement which will be published together with FiBL's statement.

16. De-listing

If FiBL has established that the inclusion of a product in any of the Input Lists is incorrect, the product will be de-listed.

17. Deadlines for submission

The Input Lists are updated in differing intervals, depending on the country the Input List is published for. Details on timelines and updates can be found on the respective project website for the national lists concerned. The timelines are subject to this General Business Contract. Whether a product registration is accepted also depends on whether the corresponding timelines are complied with.

18. Fees

Evaluation and listing fees are published on the respective project websites and are part of this General Business Contract. Evaluation fees are due also for applications which have been rejected. Companies are obliged to pay the evaluation and listing fees within the period specified on the invoice. If a company does not pay the fees, the products of that company will be de-listed. The companies nevertheless remain liable for the fees.

19. Product claims, and non-use of logos

For products which are included in the Input Lists, the respective project websites will specify the claims which may be used on the product packaging and label, in PR materials and in the internet.

Other references to the listing are not permitted. In particular, the listing may not be called a certification or a recommendation for use. The names and logos of FiBL or any national partner, as well as the EU organic logo, may not be used on the product

packaging and label, in PR materials and in the internet. In case of violation, products may be de-listed.

20. Liability

FiBL shall be liable only for gross negligence or intentional breach of obligations. FiBL shall not be liable for any damage which occurs because the information provided to FiBL was incorrect, incomplete or outdated, because of irregularities in the production process, because of changes in product registration or approval, or because of any other reason under the responsibility of the manufacturer or trader of the products.

21. Applicable law, settlement of disputes

For this contract, the law of the country of the input list for which the company seeks inclusion applies.