



General Business Contract

governing the relationship between FiBL and input manufacturers, traders and distributors concerning the Dutch input list for organic farming

24 May 2018

1. Subject

This General Business Contract governs the relationships between FiBL and companies in the context of the Dutch input list for organic farming (thereafter called 'Dutch input list'). The Dutch input list is a public database of inputs which may be used by certified organic farmers in The Netherlands.

2. Partners in this contract

The partners in this contract are:

'FiBL': Research Institute of Organic Agriculture, Frick, Switzerland.

'Companies': all companies which register for the Dutch input list or which supply information in the context of the Dutch input list, such as input manufacturers and traders.

3. Acceptance by companies

Upon registration for the Dutch input list or by sending documents intended for evaluation in the context of the Dutch input list, input companies accept the General Business Contract.

4. Validity

FiBL reserves the right to adapt the General Business Contract. The most recent version which is published on the website for the Dutch input list is valid. This applies for all documents available on the website of the Dutch input list. This General Business Contract shall be valid for an indefinite period, but it shall end in case that FiBL stops publishing the Dutch input list.

5. Language

All correspondence between companies and FiBL shall be held in English. All information is to be supplied in English. FiBL has 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 the Dutch input list. Companies are also obliged to inform FiBL immediately about any changes relating to the company shown in the Dutch input list, 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 the Dutch input list might be incorrect, 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 Dutch legislation, before they notify the product for the Dutch input list.

9. 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 Dutch input list is continued or not.

10. 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 by the Dutch certifier Skal. Additional criteria are the state of the art of science, decisions of registration authorities and legitimate consumer expectations. An overview of the evaluation criteria is published on the website for the Dutch input list.

11. Publication

With the notification of a product, companies consent to the publication of the product in the Dutch 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 request.

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 the Dutch input list 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 the Dutch input list is incorrect, the product will be de-listed.

17. Deadlines for submission

The Dutch input list is updated several times per year. Deadlines for submission of requests are published on the website of the Dutch input list, and are part of this General Business Contract. If a request is submitted after the deadline, or if the information belonging to a re-quest is not complete by the deadline, the product will be rejected and the evaluation fee is charged. If the missing information is submitted later, the evaluation process is continued.

18. Fees

Evaluation and listing fees are published on the website of the Dutch input list, 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 Dutch input list, the following claims may be used on the product packaging and label, in PR materials and in the internet:

- ‘may be used in Dutch organic farming’ and/or
- ‘registered in the Dutch input list for organic farming’ and/or
- ‘Het product mag gebruikt worden in de Nederlandse biologische landbouw’ and/or
- ‘het product is geregistreerd op de Nederlandse inputlijst voor de biologische landbouw’

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 Skal and FiBL, 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

Swiss law applies for this contract. Any dispute, controversy or claim arising from this contract shall be treated by a court in Laufenburg, Switzerland.