



Sub-contracting agreement

between

Naturland partner (sub-licensee)

_____ (name, address)

- hereinafter referred to as "party no. 1" -

and

Sub-contractor

_____ (company name)

_____ (street)

_____ (postal code, place)

_____ (country)

- hereinafter referred to as "party no. 2" -

§ 1 - Purpose

1.1 This contract establishes the legal basis necessary for the inspection and certification of organically cultivated produce in compliance with Naturland's standards. The produce is manufactured, processed and/or packed or stored by order of party no. 1, which has agreed to submit to an inspection procedure in compliance with Naturland's standards, at party no. 2, which does not subscribe to Naturland's inspection procedure itself.

1.2 By arrangement with Naturland, party no.1 agrees to the inspection of party no.2 in compliance with Naturland's standards and to the inspection results being made available to Naturland for certification purposes.

To this end the party no. 1 guarantees that party no. 2 authorises its inspection body to pass on the inspection results (report and attachments) to Naturland's certification committee (see attachment 1, example of a declaration permitting the release of data).

1.3 The sub-contractor (party no. 2) performs the following activities under a contracting-out agreement by order of the Naturland partner (party no. 1):

(Please list the relevant activities under the contracting-out agreement):

Inspection body of party no. 2:

Name: _____

Code: _____

Address: _____

1.4 Provided that party no. 2 produces a declaration of consent (see attachment 2, declaration of consent), Naturland is entitled to commission inspection on the basis of this sub-contracting

agreement directly for party no. 2. This is particularly relevant where party no. 2 is already contractually bound to a different inspection body to that of party no. 1.

§ 2 - Obligations

2.1 Naturland partner (party no. 1):

- The commissioning party bears responsibility for the proper fulfilment of the conditions listed under Naturland's standards for sub-contracting concerns for the articles it has produced or stored within the context of this agreement by party no. 2.
- To this end party no.1 makes any and all information available to party no. 2 which is required for conformity with and inspection of Naturland's standards.
- In this context, Naturland's certification committee may impose penalties on party no. 1.

2.2 Sub-contractor (party no. 2):

- Party no. 2 undertakes to comply with the requirements of Naturland's standards for the duration of this agreement and to submit at any time to inspection (whether announced or not) by authorised representatives of the inspection body or of Naturland.
- If party no. 2 is bound contractually to a different inspection body to that of party no. 1, party no. 2 authorises Naturland to instruct the relevant inspection body to perform inspection according to Naturland's standards on the basis of this sub-contracting agreement.
- Party no. 2 shall make available to Naturland and the mandated inspection body all information necessary for the inspection of the organic produce.
- On the basis of this agreement party no. 2 is not permitted to make the inspection results known in public on his or her own initiative or to use them for other customers.

§ 3 - Validity of this agreement and periods of notice

This agreement is concluded for an indefinite period and covers at least one full inspection of the sub-contractor per calendar year. If notice of termination of this agreement is not given by 30 days of the end of any calendar year at the latest, it is renewed automatically for a further year on equivalent terms. In the case of uncooperative behaviour, both parties reserve the right to terminate the agreement without notice.

§ 4 - Expenses

All expenses incurred in the inspection of party no. 2 are to be borne by party no. 1 as per the currently valid scale of charges of the inspection body. Different arrangements between party no. 1 and party no. 2 can be made.

§ 5 - Final clauses

- 5.1 Amendments and additions to this agreement are only valid in writing. Modifications of the standard inspection programme approved of or ordained by the authorities are a component of this agreement and do not affect the effectiveness of its terms.
- 5.2 Both parties agree that a copy of this agreement will be forwarded to Naturland.
- 5.3 If any of the terms of this agreement are declared null and void, this does not affect the validity of the other terms of this agreement.
- 5.4 The following documents are a component of this agreement:
 - Naturland standards in the currently valid version
 - attachment 1: example of a declaration permitting the release of data

NATURLAND SUB-CONTRACTING AGREEMENT



- attachment 2: example of a declaration of consent

place, date

party no. 1 (Naturland partner)

place, date

party no. 2 (sub-contractor)

DECLARATION PERMITTING THE RELEASE OF DATA



Declaration on data transmission by the inspection body to Naturland's certification committee

Inspection body (name and address)

On the basis of the agreement dated _____ (date), governing the inspection of sub-contractors in compliance with Naturland's standards, I authorise the above inspection body to transmit data relevant to the inspection (inspection report and attachments) on our concern/operation to Naturland's certification committee, Kleinhaderner Weg 1 in 82166 Graefelfing, Germany, and to give them information.

Naturland guarantees that it will treat such information as confidential and use it solely for the purpose of certification. Naturland is only obliged to disclose information to its accreditors.

Permission to transmit data from the above inspection body to Naturland's certification committee, Kleinhaderner Weg 1 in 82166 Graefelfing, Germany, may be rescinded at any time in writing to Naturland.

Sub-contractor (name, address)

place, date

signature, chop

DECLARATION OF CONSENT



Declaration of Consent

On the basis of the agreement dated _____ (date), on the inspection of sub-contractors in compliance with Naturland's standards, I herewith authorise Naturland e.V., Kleinhaderner Weg 1, 82166 Graefelfing, Germany, directly to instruct my inspection body to perform inspection as per Naturland's standards on the basis of the above-mentioned agreement:

Inspection body (name and address)

The inspection comprises the activities listed in the sub-contracting agreement and related requirements as per the currently valid Naturland standards.

Naturland guarantees that it will treat the information confidentially and use it solely for the purpose of certification. Naturland is only obliged to disclose such information to its accreditors.

This declaration of consent may be rescinded for Naturland's next inspection period.

Sub-contractor (name, address)

place, date

signature, chop